



Amendment No. 4
to
Contract No. NA190000111
for
Tobacco Prevention and Chronic Disease Media Initiative
between
WATERLOO MEDIA GROUP LP
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding for an additional promotion in an amount not to exceed \$7500.00 effective 12/4/20.

2.0 The total Contract amount is recapped below:

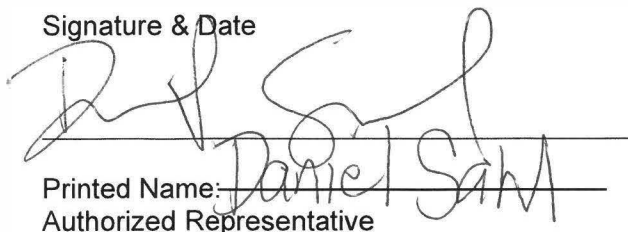
Term	Action Amount	Total Contract Amount
Initial Term: 05/09/2019 – 05/08/2020	\$207,000.00	\$207,000.00
Amendment No. 1 – Administrative increase 05/29/2019	\$50,000.00	\$257,000.00
Amendment No. 2 – Vendor Name Change 12/06/2019	\$0.00	\$257,000.00
Amendment No. 3: Option 1-Extension 05/09/2020 – 05/08/2021	\$207,000.00	\$464,000.00
Amendment No. 4 – Increase funds 12/4/20	\$7,500.00	\$471,500.00

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date


Printed Name: Daniel Sam
Authorized Representative

WATERLOO MEDIA GROUP LP
8309 N. IH 35
Austin, TX 78753

Signature & Date:

Cyrenthia Ellis

Cyrenthia Ellis
Procurement Manager
City of Austin

Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Purchasing Office,
email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2020.12.14 17:04:35 -0600



Amendment No. 3
to
Contract No. NA190000111
for
Tobacco Prevention and Chronic Disease Media Initiative
between
WATERLOO MEDIA GROUP LP
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective May 8, 2020 through May 8, 2021. Three (3) options will remain.
- 2.0 The total contract amount is increased by \$61,000 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/09/2019 – 05/08/2020	\$207,000.00	\$207,000.00
Amendment No. 1 – Administrative increase 05/29/2019	\$50,000.00	\$257,000.00
Amendment No. 2 – Vendor Name Change 12/06/2019	\$0.00	\$257,000.00
Amendment No. 3: Option 1-Extension 05/09/2020 – 05/08/2021	\$207,000.00	\$464,000.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: Brenita Wilkison _____
Authorized Representative

Sign/Date: Brenita Y. Wilkison Digitally signed by Brenita Y. Wilkison
Date: 2020.04.17 11:41:22 -0500

Brenita Wilkison
Procurement Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. NA190000111
For
Tobacco Prevention and Chronic Disease Media Initiative
Between
Emmis Austin Radio Broadcasting Company, L.P.
dba Incite
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Emmis Austin Radio Broadcasting Company, L.P. dba Incite	Waterloo Media Group, L.P. dba Incite, KLBJ-AM, KLBJ-FM, KBPA-FM, KGSR-FM, KGSR-HD2-FM, KLZT-FM, KLZT-HD2-FM KROX-FM
Vendor Code	LBJ6121890	LBJ6121890
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown
Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

12-6-19
Date



Amendment No. 1
to
Contract No. NA190000111
for
Tobacco Prevention and Chronic Disease Media Initiative
between
Emmis Austin Radio Broadcasting Company LP d/b/a Incite
and the
City of Austin, Texas

1.0 The City hereby exercises an administrative increase for the above referenced Contract in the amount of \$50,000.00.

2.0 The total Contract amount is increased by \$50,000.00. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/09/2019 – 05/08/2020	\$207,000.00	\$207,000.00
Amendment No. 1: Administrative Increase 05/24/19	\$50,000.00	\$257,000.00

3.0 MBE/WBE goals were established for this contract with a MBE goal of 1.08% and a WBE goal of 1.56%.

4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

EMMIS AUSTIN RADIO BROADCASTING
COMPANY LP D/B/A INCITE

Daniel Sahl
Printed Name of Authorized Person
[Signature]
Signature
Director of Incite
Title:
5/28/19
Date:

CITY OF AUSTIN

Marian Moore
Printed Name of Authorized Person
[Signature]
Signature
Procurement Specialist IV
Title:
5/29/19
Date:



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 9, 2019

Emmis Austin Radio Broadcasting Company LP, D/B/A Incite
Mr. Daniel Sahl
Director of Incite and Digital
8309 N IH35
Austin, TX 78753-5771
Dashl@inciteimpact.com

Dear Mr. Sahl,

The Austin City Council approved the execution of a contract with your company for Tobacco Prevention and Chronic Disease Media Initiative in accordance with the referenced solicitation.

Responsible Department:	Austin Public Health
Department Contact Person:	Ashley LeMaistre, MPH
Department Contact Email Address:	Ashley.Lemaistre@austintexas.gov
Department Contact Telephone:	512-972-6464
Project Name:	Tobacco Prevention and Chronic Disease Media Initiative
Contractor Name:	Emmis Austin Radio Broadcasting Company LP, D/B/A Incite
Contract Number:	MA 9100 NA190000111
Contract Period:	05/09/2019 – 05/08/2020
Dollar Amount	\$207,000.00
Extension Options:	Four, 12-month options
Requisition Number:	9100 18111400408
Solicitation Type & Number:	RFP 9100 LNH3005
Agenda Item Number:	15
Council Approval Date:	05/09/19

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Lynnette Hicks
Procurement Specialist IV
City of Austin
Purchasing Office

cc: Leyla Mammadova

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
Emmis Austin Radio Broadcasting Company LP d/b/a Incite (“Contractor”)
for
Tobacco Prevention and Chronic Disease Media Initiative
MA 9100 NA190000111**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Emmis Austin Radio Broadcasting Company LP D/B/A Incite having offices at Austin, TX 78753-5771 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 9100 LNH3005.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposal, 9100 LNH3005 including all documents incorporated by reference
- 1.1.3 Emmis Austin Radio Broadcasting Company LP D/B/A Incite Offer, dated January 8, 2019, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract.

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional 12- month periods at the City’s sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a 12-month Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$207,000 for the initial Contract term and \$207,000 for each extension option as indicated in the Contractor's Proposal dated January 8, 2019. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

EMMIS AUSTIN RADIO
BROADCASTING COMPANY, LP d/b/a
INCITE

CITY OF AUSTIN

Daniel Sam
Printed Name of Authorized Person

Lynnette Hicks
Printed Name of Authorized Person

[Signature]
Signature

[Signature]
Signature

Director of Incite
Title:

Procurement Specialist IV
Title:

5/2/19
Date:

5/9/19
Date:

AUSTIN PUBLIC HEALTH PROPOSAL

Solicitation No:

RFP 9100-LNH3005

Submitted On:

January 8, 2019

Submitted To:

**City of Austin, Municipal Building
Purchasing Office
124 W 8th Street, Rm 308
Austin, TX 78701**

Submitted By:

**Daniel Sahl, Director of Incite
512.832.4092
dsahl@inciteimpact.com**



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EXECUTIVE SUMMARY

Over half of all deaths in Travis County are caused by chronic diseases including cancer, heart disease, stroke and diabetes. The good news is almost all chronic diseases are preventable. Risks for developing chronic diseases are significantly influenced by lifestyle behaviors like nutrition, physical activity, and tobacco use. Unfortunately, for some, making the healthy decision isn't always an easy decision. Factors like income, education, and access have a significant impact on the overall health and wellness of Austin residents.

Those populations who suffer disproportionately from the burden of chronic disease include racial and ethnic minorities and low-income persons. Tobacco use, the leading cause of preventable disease, is especially prevalent with young males which makes prevention at an early age especially important.

There is an immediate need to educate, inspire, and motivate our community to adopt healthy behaviors aimed at preventing and reducing chronic diseases. There is also a great need to improve the built environment so that it supports a healthy and physically active community. People need and want help. For instance, 70% of Travis County smokers report that they want to quit. We understand that sometimes the only thing standing in the way between *thinking* and *doing* is the right motivation – and someone willing to point the way. Incite provides that direction.

Incite is based right here in Austin and our core account team is committed to making our city a better place to live, work, and play. We develop and implement marketing campaigns based on an inclusive, step-by-step process that ensures our client's goals are identified from the outset, and that we're consistently working towards agreed upon objectives to achieve maximum success and impact.

In partnership with Austin Public Health, Incite will leverage more than a decade of experience working with government and non-profit entities to accomplish health awareness campaigns. Our expertise is the result of lessons learned while driving positive health outcomes on behalf of clients like:

- Austin Public Health
- City of Austin Transportation
- Foundation Communities
- Livestrong
- We Are Blood
- United Way

Incite designs behavior change marketing campaigns that meet people where they are, inspire them to think or feel differently, and ultimately move them to take positive action while connecting them with resources that better their own lives and the lives of those around them.

Regardless of the challenge, our proven marketing strategy for motivating positive behavior change uses a combination of local media, social influencers, and multimedia to deliver desired outcomes.

Local Media

Local media resonates with audiences because its content and conversations revolve around issues that directly impact peoples' lives, like local news, politics, weather, and entertainment. Such issues matter greatly to communities and are often covered in real-time by local media—creating active engagement from audiences consuming that content.

Influencers

The power of local influencers championing your message resonates with diverse audiences. They're staples in the community, and have earned trust that generates automatic influence and connection.

Multimedia

Incite uses multiple tactics based on the most current media consumption data and habits of your desired target audience when designing behavior change marketing campaigns—particularly for under-served, hard-to-reach audiences.

In keeping with our proven strategy and Austin Public Health's desired media mix, our solution includes a presence on local radio stations with messaging delivered by well-known influencers. Recommended radio stations vary based on factors like the target audience and budget for each campaign. Additionally, digital and social media have been included to increase the overall reach of each campaign and the amount of times target audiences are exposed to messaging.

Incite will leverage the relationship local celebrity influencers have with their existing, trusted audiences to spark the health actions outlined by Austin Public Health. Those influencers will become the voice of inspiring radio commercials and dynamic digital and social marketing videos linking key audiences to Austin Public Health resources to live healthier lives.

While we will use analytics like impressions and engagements to guide our planning and optimizations, we will ultimately focus and report on real results like total text subscribers, applications received, and class attendance to show the positive impact of your campaigns.

Unless the scope of your project changes, we have a practice to not charge additional fees if the amount of time spent on services exceeds our original estimate. We don't markup subcontractor fees or other services that others often do. Our goal is to put as much of our clients' budgets toward tactics that will create the most significant impact and deliver desired outcomes.

Additionally, Incite is housed within a respected entertainment company whose presence in Austin dates back 75 years to 1943. Our deep Austin roots have established a strong network of relationships in Austin and Central Texas, which uniquely positions us to provide guaranteed additional value on behalf of Austin Public Health.

We look forward to the next step of this process and to partnering with Austin Public Health to *Engage People, Inspire Belief, and Incite Action*...leading to a healthier Austin!

CITY OF AUSTIN PURCHASING DOCUMENTS



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 9100-LNH3005

DATE ISSUED: 12/3/18

REQUISITION NO.: RQM 9100 18111400108

COMMODITY CODE: 91503, 91876, 96153

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Primary Contact:

Lynnette Hicks
Procurement Specialist IV
Phone: (512) 974-3349
E-Mail: Lynnette.Hicks@austintexas.gov

Secondary Contact:

Ricardo Zavala
Procurement Specialist III
Phone: (512) 974-2298
E-Mail: Ricardo.Zavala2@austin.texas.gov

COMMODITY/SERVICE DESCRIPTION: Tobacco Prevention and Chronic Disease Media Initiative

PRE-PROPOSAL CONFERENCE TIME AND DATE: December 10, 2018 at 10 a.m. CST

LOCATION: Municipal Building, 124 W. 8th Street, Purchasing Conference Room 308, Austin, Texas 78701

PROPOSAL DUE PRIOR TO: December 20, 2018 at 2:00 p.m.

PROPOSAL OPENING TIME AND DATE: December 20, 2018 at 3:00 p.m. CST

COMPLIANCE PLAN DUE PRIOR TO: December 20, 2018 at 2:00 p.m. CST

LOCATION: MUNICIPAL BUILDING, 124 W 8TH STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's only the names of respondents will be read aloud.

For information on how to attend the Solicitation Closing online, please select this link:
<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 9100-LNH3005	Purchasing Office-Response Enclosed for Solicitation # RFP 910-LNH3005
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	6
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
Attachment A	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	38

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Emmis Austin Radio Broadcasting Company, LP, dba Incite

Company Address: 8309 N IH35

City, State, Zip: Austin, Texas, 78753

Vendor Registration No. LBJ6121890

Printed Name of Officer or Authorized Representative: Daniel Sahl

Title: Director of Incite and Digital

Signature of Officer or Authorized Representative: 

Date: 12/28/18

Email Address: dsahl@inciteimpact.com

Phone Number: 512-832-4092

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Lynnette Hicks via e-mail at Lynnette.Hicks@austintexas.gov by December 12, 2018 at 1:00 p.m.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Media Professional Liability Insurance:** Media Professional Liability Insurance with a minimum limit of \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for libel, slander, defamation, copyright, title and slogan infringement, piracy, plagiarism, and invasion of privacy in the conduct of his/her business. Additionally, the coverage should cover patent infringement liability.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Public Health
Attn:	Accounting Services
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **RETAINAGE:** The City will withhold ten (10) percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

8. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

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- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

10. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

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11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Public Health Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Public Health building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Public Health building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT: (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

13. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

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- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ashley LeMaistre

Ashley.LeMaistre@austintexas.gov

512-972-6464

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

SCOPE OF WORK

SOLICITATION NO. RFP 9100 LNH3005

Tobacco Prevention and Chronic Disease Media Initiative

1. Introduction

About the City of Austin Public Health Department

Austin Public Health (APH) promotes and protects a healthy community using best practices and community partnerships. The Chronic Disease and Injury Prevention Program (CDIP) exists to inspire Austin and Travis County residents to adopt healthy lifestyles by modeling healthy behaviors, preventing and managing chronic disease, and promoting policy, systems, and environmental change.

2. Purpose

The City of Austin Public Health Department (hereinafter referred to as the “City”) requests proposals from qualified media and marketing firms (hereinafter referred to as the “Firm”) to provide expertise and assistance in 1) Development of a media and marketing plan for chronic disease prevention and 2) Obtaining media placement and purchase media through a variety of outlets to reach the Austin/Travis County population, with strong focus on populations who suffer disproportionately from the burden of chronic disease.

The media campaign shall be evidence-based, have broad reach, and use powerful, effective advertising messages to motivate and educate individuals who live in Austin/Travis County to prevent and manage chronic diseases.

If awarded, the contract term begins upon contract execution with an initial term of twelve (12) months. The available funding is \$207,000 for the initial contract term. The contract may be extended beyond the initial term for up to four (4), additional twelve (12) month periods of up to \$207,000 per term at the City's sole option. Funding level and availability of funding is subject to grant and City general fund allocations in the APH budget. Funding for the extension options is contingent upon available funding in future budgets.

The Firm shall submit pricing for the initial contract term of twelve (12) months. The City will provide budget information and request pricing for future year funding if or when contract extension options are approved.

3. Background

CDIP brings together local coalitions, businesses, non-profits, schools, and everyday people to create lasting changes that make it easier for everyone to be healthier.

Tobacco use is the most common cause of preventable death in Travis County, accounting for 15% of all deaths, or 778 lost lives. In Travis County, 14% of adults currently smoke, and 20% use some type of tobacco product. Though young adults 18-24 years old have a lower prevalence of smoking (10%) than Travis County, young adults 25 to 34 and 35 to 44 have the highest prevalence of smoking of all age groups at 16% and 17%, respectively. More than 80% of adult smokers begin smoking by 18 years of age, with 99% of first use by 26 years of age. Thus, addressing smoking while adults are still young has the potential to achieve earlier cessation and mitigate the long-term effects of smoking. In Travis County, 70% of smoker's report that they want to quit, and 59% have tried to quit within the last year. Travis County residents who want to quit smoking and using tobacco need resources and support for their cessation efforts.

Chronic diseases and conditions—such as heart disease, stroke, cancer, diabetes, obesity, and COPD—are among the most common, costly, and preventable of all health problems. Fifty-one percent of all deaths in Travis County are caused by cancer, heart disease, stroke, COPD and diabetes. In Travis County, roughly 60% of adults and 25% of middle and high school students are overweight or obese.

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Additionally, over 19% of the adult population has been diagnosed with diabetes or prediabetes. This equates to over 150,000 adults with diabetes or prediabetes. The highest prevalence of diabetes and of overweight and obesity are among African Americans and Hispanics. The main risk factors for chronic disease are 1) Lack of physical activity; 2) Poor nutrition; and 3) Tobacco use. As of 2015, 50.3% of adult residents were not meeting physical activity guidelines and only 18% were eating the recommended five servings of fruits and vegetables per day.

The proposed budget for this media initiative shall be all-inclusive (e.g. all labor, materials, supplies, equipment, insurance, transportation, translation, studio time, royalties, purchasing of all media buys) as necessary to meet requirements of this contract.

3.1. Target Populations

The target population for chronic disease prevention media focuses on educating the public on free diabetes classes and prevention, as well as obesity prevention messaging, such as sugary drinks education in Austin and Travis County. Specific interventions will prioritize populations with a disproportionate burden of chronic diseases/conditions, including racial and ethnic minorities, and low-income persons. Data will be provided to help focus campaign messaging on specific demographic populations based on the project focus.

The tobacco cessation media initiative, SmokefreeTXT, will target the priority population, individuals aged 18 through age 34, who are current tobacco users interested in quitting tobacco and living in Austin/Travis County. SmokefreeTXT is a free interactive text messaging program through National Cancer Institute that assists participants in successfully quitting tobacco through SMS(text) messages. In addition, an attempt should be made to focus efforts on lower socioeconomic young adults. Prevention messaging can focus on promotion of development of tobacco-free worksite policies, and other tobacco prevention focus areas provided to Firm by APH.

3.2. Campaign Strategies

The campaign shall focus on the identification and paid placement of radio, digital, and social media advertisements to ensure a baseline level of population-wide exposure to both chronic disease and tobacco control messages. The program anticipates allocation of resources in the percentages listed below, however Firm may propose alternative allocations, with justification for why these allocations will lead to sufficient population wide exposure to message:

- **Radio media 55%**
- **Digital media 15%**
- **Social media 20%**
- **Develop campaign communication and marketing plans 10%**

Funds in the amount of \$180,000 are allocated to tobacco prevention and cessation messaging for the initial contract term. This will be using existing campaign materials, including: Dear Me, Menthol, LGBTQ, SmokefreeTXT, and Mayor's Health and Fitness Council Partner Certification campaigns. Funds in the amount of \$27,000 are allocated to messaging for the initial contract term for promotion of diabetes prevention classes and awareness of the health impact of sugary drinks. These materials are already created, except the :30 sugary drinks campaign video, which has an existing concept. Existing campaign materials will be given to selected Firm.

4. **Firm Qualifications** - To be considered responsive to this solicitation, the firm shall meet the following minimum requirements:

4.1. A minimum of three (3) years of experience conducting high-impact media campaigns and

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message development.

- 4.2. Experience developing messages that are culturally sensitive, appropriate for low-literacy populations, Spanish-speaking and African American/Black communities.
- 4.3. Experience developing and using multiple media venues/platforms targeted for specific populations for messaging placement.
- 4.4. Demonstrated ability to leverage use of in-kind or media matches (i.e., free and discounted).

5. Tasks/Requirements

- 5.1. **Firm's Responsibilities** - Firm shall furnish all necessary services, qualified personnel, materials, equipment, and facilities to provide the following deliverables. The firm shall develop a comprehensive community and partner-based communication and marketing plan to deliver actionable disease prevention and health promotion information, messages, and interventions to the Austin/Travis County community.

- 5.1.1. **Develop a Marketing Campaign Plan** - The Firm shall produce a marketing plan that includes the following components:

- 5.1.1.1. Create and develop campaign plan and measurable objectives that meet the goals outlined by APH.
- 5.1.1.2. Identify and create profiles of key audience segments (Austin/Travis County) for each campaign objective.
- 5.1.1.3. Identify what healthy choices and options the target audiences will be engaged to move towards
- 5.1.1.4. Create creative messages for the campaign, including advertising, paid media, social media, and earned-media activities.

Tobacco prevention and cessation – For the tobacco cessation component of the campaign, APH already owns a wealth of evidence-based creative assets, and it is expected that few, if any, new materials will be required.

Chronic disease – For the chronic disease prevention component of the campaign, APH already owns a wealth of evidence-based creative assets, and it is expected that few, if any new materials will be required. The only new creative expected to be created is a :30 sugary drink video, of which the concept already exists.

The Firm shall use **APH's wellness identity** (i.e. logo and tagline) that unifies campaign messages and positions the positive value of the campaign for residents of Austin/Travis County. By creating a coherent identity for prevention and wellness, the campaign will help connect and coordinate multiple existing campaigns aimed at improving health-related behaviors (e.g. quit tobacco), and promoting supportive policies, environments, and systems changes. In addition, Firm shall co-brand and locally tag all nationally produced campaign advertisements and materials with locally (Austin/Travis County) relevant information and resources. Approvals will be required from various agencies for the co-branding, and all messages using APH's wellness identity will require APH

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Contract Manager's approval.

- 5.1.1.5. Identify the types and quantities of creative assets required to execute the strategies – in particular, a description of existing advertising materials appropriate for the campaign.
- 5.1.1.6. Include a media budget by campaign and broken down by media type.
- 5.1.1.7. Firm shall provide a formal presentation of marketing plans to relevant City stakeholders, subject to APH approval.
- 5.1.1.8. Firm shall make any edits and submit an updated marketing plan electronically for review and approval to APH Contract Manager.
- 5.1.2. **Develop a Work Plan to Implement the Campaign** - The Firm shall develop a separate work plan that describes all tasks in detail and establishes an implementation time schedule with lead times for APH clearance, partner review, creative execution, material revisions, final production, and delivery.
 - 5.1.2.1. Firm shall develop Work Plan for the campaign for APH approval, including confirming final paid media budget and desired media mix.
 - 5.1.2.2. Firm shall provide a formal presentation of Work Plan to relevant City stakeholders, subject to APH approval.
 - 5.1.2.3. Firm shall make any edits and submit an updated Work Plan for approval to APH Contract Manager.
- 5.1.3. **Implement Media Plan** – The Firm shall implement the approved Media Plan.
 - 5.1.3.1. The Firm shall place media buy and negotiate added-value opportunities.
- 5.1.4. **Reporting** – The Firm shall create campaign objectives that are feasible and measurable. In particular, the Firm shall be responsible for compiling and reporting to APH Contract Manager. Frequency of reporting and targets for these measures will be determined after the Work Plan (see 5.1.2) is developed.
 - 5.1.4.1. The Firm shall submit a summary of each campaign performance, including, but not limited to impressions, click-thru rates, and video completion rate (as applicable for selected media types).
 - 5.1.4.2. The Firm shall participate in and give feedback on any outcome evaluation developed and conducted by APH, in relation to this project.
- 5.2. **City's Responsibilities**
 - 5.2.1. The City's Contract Manager will be responsible for exercising general oversight of the Firm's activities in completing the Scope of Work and will provide revision requests or approval of work products.
 - 5.2.2. The Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract and shall participate regularly in conference calls or meetings for status reporting.

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5.2.3. The City's Contract Manager will give the Firm timely feedback on the acceptability of progress and task reports.

6. Deliverables/Milestones

<p>Week one is two (2) weeks after contract execution date. Some tasks are concurrent. See timeline for project</p>				
Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Develop a campaign marketing plan.				
Deliverable	1. Create and develop campaign goals and measurable objectives.	Week 1	Acceptance by APH Contract Manager	5.1.1.1.
Deliverable	2. Identify and create profiles of key audience segments (Austin/Travis County) for each campaign objective.	Week 1	Acceptance by APH Contract Manager	5.1.1.2.
Deliverable	3. Develop creative messages for the campaign, including advertising, paid media, social media, and earned-media activities, if needed.	Week 3	Acceptance by APH Contract Manager	5.1.1.4.
Deliverable	4. Identify the types and quantities of creative assets required to execute the strategies.	Week 3	Acceptance by APH Contract Manager	5.1.1.5.
Deliverable	5. Include a media budget by campaign, broken down by media type.	Week 3	Acceptance by APH Contract Manager	5.1.1.6.
Deliverable	6. Firm shall provide a formal presentation of marketing plans to relevant City stakeholders, subject to City's approval.	Week 3	Acceptance by APH Contract Manager	5.1.1.7.
Milestone	7. Firm shall make any edits and submit an updated marketing plan for approval to APH Contract Manager.	Week 4 (Milestone)	Acceptance by APH Contract Manager	5.1.1.8.

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Develop a work plan to implement the campaign.				
Deliverable	1. Firm shall develop a work plan for the campaign for City approval, including confirming final media budget and desired media mix.	Week 5	Acceptance by APH Contract Manager	5.1.2.1
Deliverable	2. Firm shall provide a formal presentation of work plan to relevant City stakeholders, subject to City's approval.	Week 5	Acceptance by APH Contract Manager	5.1.2.2
Milestone	3. Firm shall make any edits and submit an updated work plan for approval to APH Contract Manager.	Week 5	Acceptance by APH Contract Manager	5.1.2.3
Implement media plan.				
Deliverable	1. The Firm shall place media buy and negotiate added-value opportunities.	Week 7, on-going	Acceptance by APH Contract Manager	5.1.3.1.
Reporting.				
Milestone	1. The Firm shall submit a summary of each campaign performance to the APH Contract Manager.	On-going (Milestone)	Acceptance by APH Contract Manager	5.1.4.1.
Deliverable	2. The Firm shall participate in and provide feedback on any outcome evaluation developed and conducted by APH, in relation to this project.	On-going	Acceptance by APH Contract Manager	5.1.4.2.

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1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program**: Describe the technical plan for accomplishing required work, include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of your work program by task. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - ii. The technical factors that will be considered in the section above.
 - iii. The points at which written, deliverable reports or formal presentations will be provided.
 - iv. The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon final acceptance by the City.
 - v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
- D. **Part IV - Project Management Structure**: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

Describe in detail and demonstrate experience for each of the following:

- i. A minimum of three (3) years conducting high-impact media campaigns and message development.

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- ii. Developing messages that are culturally sensitive, appropriate for low-literacy populations, Spanish-speaking and African American/Black communities.
 - iii. Developing and using multiple media venues targeted for specific populations for messaging placement including all populations.
 - iv. Demonstrated ability to leverage use of in-kind or media matches (i.e. free and discounted).
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- H. **Part VIII – Service-Disabled Veteran Business Enterprise (“SDVBE”):** Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.
- I. **Part X - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- J. **Part XI - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- K. **Part XII - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- L. **Part XIII – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract for a twelve (12) months is contemplated, with progress payments as mutually determined to be appropriate. Four (4) additional twelve (12) month terms may be approved

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at the City's sole option. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products. Proposer shall submit cost proposal in a separate sealed envelope with a separate flash drive and submitted along with the sealed Offer.

The proposed budget for this media initiative shall be all-inclusive (e.g. all labor, materials, supplies, equipment, insurance, transportation, translation, studio time, royalties, purchasing of all media buys) as necessary to meet requirements of this contract.

In the proposal, provide a price chart similar to the one listed below. The prices listed in the table shall be all inclusive of all fees, including travel, if required. No fees will be paid separately. Pricing is requested for Year 1 only. The City will provide the budget and breakdown for approved future years.

Proposers may propose alternative media allocations and shall justify how the allocation will lead to sufficient reach to population level and associated behavior change for the different campaigns. Contract funds are recommended to follow:

- Radio media – 55%
- Digital media – 15%
- Social media – 20%
- Develop campaign communication and marketing plans – 10%

Tobacco Prevention Initiative pricing	
Radio Media	\$
Digital Media	\$
Social Media	\$
Campaign Materials	\$
Overall, Not-to-Exceed Total	\$
Note: Pricing is requested for Year 1 only. The City will provide the budge and breakdown for approved future years.	

Chronic Disease Initiative pricing	
Radio Media	\$
Digital Media	\$
Social Media	\$
Campaign Materials	\$
Overall, Not-to-Exceed Total	\$
Note: Pricing is requested for Year 1 only. The City will provide the budge and breakdown for approved future years.	

Manpower. Itemize to show the following for each category of personnel with separate hourly rates:

- (1) manager, senior consultant, analyst, subcontractor, etc.
 - (2) estimated hours for each category of personnel
 - (3) rate applied for each category of personnel
 - (4) total cost
- ii. Itemize cost of supplies and materials
 - iii. Other itemized direct costs
 - iv. If applicable, general and administrative burden. Indicate base used, percentage, and total cost

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relative to this procurement.

- v. Travel expenses must be included in the overall project cost. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

- vi. Printing. State separately the cost of furnishing copies of the final report (if applicable).
- vii. Total cost schedule.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. EVALUATION FACTORS AND AWARD

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

- i. 100 points.
 - (1) System Concept and Solutions Proposed (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation, efforts to include added-value media opportunities.) – 42 points
 - (2) Demonstrated Applicable Experience and Personnel Qualifications – 35 points
 - (3) Total Evaluated Cost – 10 points
 - (4) Service-Disabled Veteran Business Enterprise Preference (3 points)

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(5) LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- ii. Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Emmis Austin Radio Broadcasting Company, LP, dba Incite	
Physical Address	8309 N IH35 Austin, TX, 78753	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Lori Braun	
Physical Address	4415 Sinclair Avenue, Austin TX 78756	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="checked" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	My House of Design	
Physical Address	10512 Ivalenes Hope Dr., Austin, TX 78717	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name Emmis Austin Radio Broadcasting Company, LP, dba Incite

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Austin Transportation Department, Air Quality Program
Name and Title of Contact Cari Buetow, Environmental Program Coordinator
Project Name "Be Air Aware" Ozone Public Education Campaign
Present Address 3701 Lake Austin Blvd.
City, State, Zip Code Austin, TX 78703
Telephone Number (512) 974-6368 Fax Number ()
Email Address cari.buetow@austintexas.gov

2. Company's Name Travis County
Name and Title of Contact Adele Noel, Environmental Project Manager, Air Quality
Project Name Aircheck Texas Drive a Clean Machine
Present Address 700 Lavaca Street, 5th Floor
City, State, Zip Code Austin, TX 78767
Telephone Number (512) 854-7211 Fax Number ()
Email Address adele.noel@traviscountytexas.gov

3. Company's Name Austin Resource Recovery
Name and Title of Contact Susanne Harm, Public Information Specialist Senior
Project Name Universal Recycling Ordinance
Present Address 2514 Business Center Drive
City, State, Zip Code Austin, TX 78744
Telephone Number (512) 974-9087 Fax Number ()
Email Address susanne.harm@austintexas.gov

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debayment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 28th day of December, 2018

CONTRACTOR

Authorized
Signature

Title

Daniel Sahl-Incite
[Signature]
Director of Incite and Digital

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Emmis Austin Radio Broadcasting Company LP d/b/a Incite

Signature of Officer or
Authorized
Representative:

[Signature]

Date: 5/2/19

Printed Name:

Daniel Sahl

Title

Director of Incite

CITY OF AUSTIN, TEXAS
SECTION 0810 V2
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION
June 26, 2018

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Daniel Sahl	Emmis	Prime	\$15+/hr	Director of Incite & Digital
Layne Meyers	Emmis	Prime	\$15+/hr	Project Manager
Brandon Chezbro	Emmis	Prime	\$15+/hr	Account Executive
Lori Braun	Lori Braun	Sub	\$15+/hr	Graphic Designer
Shaila Abdullah	My House of Design	Sub	\$15+/hr	Graphic Designer
Bob Buckalew	Buckalew Media	Sub	\$15+/hr	Videographer

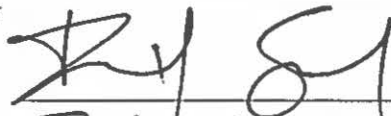
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Incite

Signature of Officer
or Authorized
Representative:



Date: 12/28/18

Printed Name:

Daniel Sahl

Title

Director of Incite and Digital

Section 0835: Non-Resident Bidder Provisions

Company Name Emmis Austin Radio Broadcasting Company LP dba Incite

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
Emmis Austin Radio Broadcasting Company LP dba Incite

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). Texas HUB Eligibility Categories: HUB/BL (Black), HUB/AS (Asian), HUB/HL (Hispanic), HUB/AL (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscomblsearch>. Federal: <https://www.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Tobacco Prevention and Chronic Disease Media Initiative
Solicitation Number	RFP 9100 LNH3005

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	1.08	%
African American		%
Hispanic		%
Asian/Native American		%
WBE	1.56	%

Section II — Bidder Company Information

Company Name	Emmis Austin Radio Broadcasting Company, LP, dba Incite		
Address	8309 N IH35		
City, State Zip	Austin, TX 78753		
Phone	512-832-4000		
Fax	512-832-4081	E-Mail	dsahl@inciteimpact.com
Name of Contact Person	Daniel Sahl		
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>LBJ6121890</u> If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at http://www.austintexas.gov/finance/index.cfm		
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this **MBE/WBE Compliance Plan** is true and complete to the best of my knowledge and belief. I further understand and agree that this **MBE/WBE Compliance Plan** shall become a part of my contract with the City of Austin.

Daniel Sahl, Director of Incite and Digital

Name and Title of Authorized Representative

Signature

Date

12/28/13

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Bidder **HAS** ☐ **HAS NOT** ☐ complied as per the City Code Chapter 2-9C through GFE.

Reviewing Counselor

Date

I have reviewed this Compliance Plan and have found the Bidder **COMPLIANT** ☐ **NON-COMPLIANT** ☐

Director / Assistant Director

Date

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Bidder Participation Goal	
African American	% \$		%
Hispanic	% \$		%
Asian/Native American	% \$		%
WBE	1.56 % \$ 3,229.20	1.56	%
MBE	1.08 % \$ 2,235.60	1.08	%
MBE/WBE Combined	% \$		%
Non-Certified	\$ 2,500.00	1.20	%
Total Subcontractor Amount	\$		%
Bidder's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> A/NA <input type="checkbox"/> WBE <input type="checkbox"/> MBE	\$ 199,035.20	96.16	%

Base Bid Amount (Subs + Bidder amount)

\$ 207,000.00

100 %

For SMBR Use Only:

Verified participation for each category:

African-American _____ % Hispanic _____ % Asian/Native American _____ % WBE _____ %

MBE 1.08 % WBE 1.56 % Combined MBE/WBE _____ %

Prime 96.16 % Non-Certified 1.20 %

Section IV — Disclosure of MBE and WBE Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	Lori Braun		
City of Austin Certification Data	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	Gender/ Ethnicity: F / Caucasian	WBE
Vendor Code	VC0000101540		
Address/ City / State / Zip	4415 Sinclair Avenue Austin, TX 78756		
Contact Person & Phone #	Lori Braun, 512-554-9322		
Fax & Email Address	lori@loribraun.com		
Commodity Codes	91876		
Commodity Codes Descriptions	Marketing Consulting		
Amount of Subcontract	\$ 3,229.20	1.56	0.0

Name of MBE/WBE Certified Firm	My House of Design		
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	Gender/ Ethnicity: F / Asian	m/wob
Vendor Code	VS0000030065		
Address/ City / State / Zip	10512 Ivalenes Hope Dr., Austin, TX 78717		
Contact Person & Phone #	Shaila Abdullhah 512-924-7674		
Fax & Email Address	shailaabdullah@gmail.com		
Commodity Codes	91876		
Commodity Codes Descriptions	Marketing Consulting		
Amount of Subcontract	\$ 2,235.60	1.08	0.0

Name of MBE/WBE Certified Firm			
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Gender/ Ethnicity:	
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Commodity Codes			
Commodity Codes Descriptions			
Amount of Subcontract	\$		0.0

Name of MBE/WBE Certified Firm			
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Gender/ Ethnicity:	
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Commodity Codes			
Commodity Codes Descriptions			
Amount of Subcontract	\$		0.0

Section V — Disclosure of Non-Certified Subcontractors
(Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Are Goals Met? Yes ☒ No ☐ If no, state reason(s) below and attach documentation:

Name of Non-Certified Subcontractor	Buckalew Media	
Vendor Code	Needs to register as a City of Austin vendor	
Address/ City / State / Zip	8408 Sweetness Lane, Austin, TX 78750	
Contact Person & Phone #	Bob Buckalew	
Fax & Email Address	bob@buckalewmedia.com	
Commodity Codes	91509	
Commodity Codes Descriptions	91509 - Audio/video production services complete	
Amount of Subcontract	\$ 2,500.00	1.20 %
Reason Certified Firm not used	Since our SMBR goals were met we went with a vendor we	
Name of Non-Certified Subcontractor	have an existing relationship with.	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		

Section VI — Disclosure of Second-Level Subcontractors (Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
First-Level Subcontractor		
Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☒ No ☐*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan**. The completion and submission of this form is not required if the above question is answered *Yes*.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
• Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Copy of advertisements placed in local publication	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Copy of notices sent to Minority and Women organizations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Were additional elements of work identified to achieve the goals or subgoals?

Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance?

Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance?

Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045 C-Congress Room.

Solicitation Name: _____

Solicitation Number: _____

Location of Pre-bid Conference (if any) _____

Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

- | | |
|---|---|
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Carpentry | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Lab and Field Testing Services |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Demolition Services | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Doors and Frames | <input type="checkbox"/> Millwork |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Paving and Resurfacing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Excavation Services | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Fabricated Steel | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Tile |
| <input type="checkbox"/> Glazing Services | <input type="checkbox"/> Weather and Waterproofing |
| <input type="checkbox"/> Hardware | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Heavy Construction Equipment | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ at _____ or _____
 (Name) (Telephone) (Fax)

 (Email)

All Responses MUST be received by: _____

CONFIRMATION LETTERName of Prime Contractor: Emmis Austin Radio Broadcasting, LP, dba InciteAddress: 8309 N IH35 Austin, TX 78753
Street City State Zip CodeTelephone: (512) 832-4000 Fax: (512) 832-4081 Proposed Contract Amount: \$ 207,000.00Project/Solicitation Number: RFP 9100 LNH3005Project Name: Tobacco Prevention and Chronic Disease Media InitiativeType of Agreement (check one): ☐ Lump Sum ☐ Unit Price ☐ CommodityPeriod of Performance: 12 months Level of Subcontracting (check one): ☒ 1st ☐ 2nd ☐ 3rdLegal Name of Subcontractor*: Lori BraunSubcontractor* Vendor Code: VC0000101540Address: 4415 Sinclair Avenue Austin Texas 78756
Street City State Zip CodeTelephone: (512) 554-9322 Fax: () Proposed Subcontract Amount: \$ 3,229.20

Commodity Code and description of work to be performed by Subcontractor Firm:

91876 - Marketing Consulting - Graphic design services

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements

Prime Contractor:Emmis Austin Radio Broadcasting, LP, dba Incite

Legal Name of Firm, as registered with the City

[Signature]

Signature

Daniel Sahl

Print Name

Director of Incite and Digital

Title

12/28/18

Date

STATE OF TexasCOUNTY OF Travis

SUBSCRIBED AND SWORN TO before me on the

28 day of December, 2018.[Signature]

Notary Public

*Including Suppliers, Manufacturers, Alternates

Subcontractor:Braun Design

Legal Name of Firm, as registered with the City

[Signature]

Signature

Lori Braun

Print Name

Owner / Designer

Title

1-3-2019

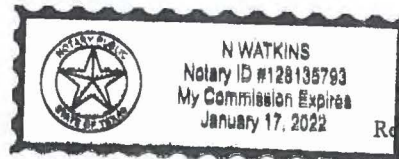
Date

STATE OF TexasCOUNTY OF Travis

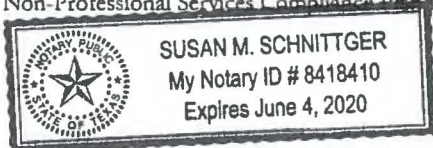
SUBSCRIBED AND SWORN TO before me on the

3 day of January, 2019.[Signature]

Notary Public



Revised January 2017



CONFIRMATION LETTERName of Prime Contractor: Emmis Austin Radio Broadcasting, LP, dba InciteAddress: 8309 N IH35 Austin, TX 78753
Street City State Zip Code
Telephone: (512)832-4000 Fax: (512)832-4081 Proposed Contract Amount: \$ 207,000.00Project/Solicitation Number: RFP 9100 LNH3005Project Name: Tobacco Prevention and Chronic Disease Media InitiativeType of Agreement (check one): ☐ Lump Sum ☐ Unit Price ☐ CommodityPeriod of Performance: 12 months Level of Subcontracting (check one): ☒ 1st ☐ 2nd ☐ 3rdLegal Name of Subcontractor*: My House of DesignSubcontractor* Vendor Code: VS0000030065Address: 10512 Ivalenes Hope Dr. Austin Texas 78717
Street City State Zip CodeTelephone: (512)924-7674 Fax: () Proposed Subcontract Amount: \$ 2,235.60

Commodity Code and description of work to be performed by Subcontractor Firm:

91876 - Marketing Consulting - Graphic design services

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements

Prime Contractor:Emmis Austin Radio Broadcasting, LP, dba Incite

Legal Name of Firm, as registered with the City

[Signature]

Signature

Daniel Sahl

Print Name

Director of Incite and Digital

Title

12/28/18

Date

STATE OF TexasCOUNTY OF Travis

SUBSCRIBED AND SWORN TO before me on the

28 day of December, 2018.[Signature]

Notary Public

*Including Suppliers, Manufacturers, Alternates

Subcontractor:MY HOUSE OF DESIGN

Legal Name of Firm, as registered with the City

[Signature]

Signature

SHAILA ABDULLAH

Print Name

CREATIVE DIRECTOR/ OWNER

Title

1/7/2019

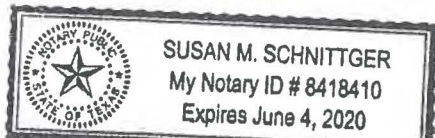
Date

STATE OF TexasCOUNTY OF Travis

SUBSCRIBED AND SWORN TO before me on the

7 day of January, 2019.R. Soto

Notary Public



CONFIRMATION LETTERName of Prime Contractor: Emmis Austin Radio Broadcasting, LP, dba InciteAddress: 8309 N IH35 Austin, TX 78753
Street City State Zip Code
Telephone: (512) 832-4000 Fax: (512) 832-4081 Proposed Contract Amount: \$ 207,000.00Project/Solicitation Number: RFP 9100 LNH3005Project Name: Tobacco Prevention and Chronic Disease Media InitiativeType of Agreement (check one): ☐ Lump Sum ☐ Unit Price ☐ CommodityPeriod of Performance: 12 months Level of Subcontracting (check one): ☒ 1st ☐ 2nd ☐ 3rdLegal Name of Subcontractor*: Buckalew MediaSubcontractor* Vendor Code: Needs to register as a City of Austin vendorAddress: 8408 Sweetness Lane Austin Texas 78750
Street City State Zip CodeTelephone: (512) 917-2413 Fax: () Proposed Subcontract Amount: \$ 2,500.00

Commodity Code and description of work to be performed by Subcontractor Firm:

91509 - Audio/video production services complete

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements

Prime Contractor:Emmis Austin Radio Broadcasting, LP, dba Incite

Legal Name of Firm, as registered with the City

Daniel Sahl

Signature

Print Name

Director of Digital and Incite

Title

12/23/18

Date

STATE OF TexasCOUNTY OF Travis

SUBSCRIBED AND SWORN TO before me on the

28 day of December, 2018.Schnitger

Notary Public

*Including Suppliers, Manufacturers, Alternates

Subcontractor:BUCKALEW MEDIA, INC

Legal Name of Firm, as registered with the City

Bob Buckalew

Signature

BOB BUCKALEW

Print Name

PRESIDENT - EXEC. PRODUCER

Title

Jan. 7, 2019

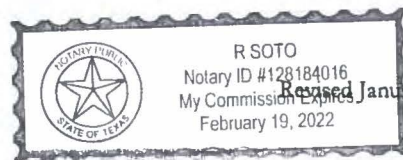
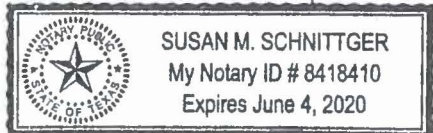
Date

STATE OF TexasCOUNTY OF Tarrant

SUBSCRIBED AND SWORN TO before me on the

7 day of January, 2019.R. Soto

Notary Public



R SOTO
Notary ID #128184016
My Commission Expires
February 19, 2022

AUSTIN PUBLIC HEALTH COST PROPOSAL

Solicitation No:

RFP 9100-LNH3005

Submitted On:

January 8, 2019

Submitted To:

**City of Austin, Municipal Building
Purchasing Office
124 W 8th Street, Rm 308
Austin, TX 78701**

Submitted By:

**Daniel Sahl, Director of Incite
512.832.4092
dsahl@inciteimpact.com**



PRICING PROPOSAL

Incite isn't your typical advertising agency. We are a social impact marketing firm. This shows up in more ways than one, but cost is a major distinction. Unless the scope of a project changes, we have a practice to not charge additional fees if the amount of time spent on services exceeds our original estimate. We don't markup subcontractor fees or other services that others often do. Our goal is to put as much of our clients' budgets toward tactics that will create the most significant impact and deliver desired project outcomes.

We have organized our cost structure to reflect fees for services and standard agency commission on placed media. The chart below depicts estimated hours, by service type, we anticipate the campaigns will require. In addition, we have estimated media allocations within the project budget capturing our vision for using various types of media to engage, inspire, and motivate our target audiences around campaign messages. Our media plan focuses on reaching target audiences via planned media spend on radio stations, targeted digital ads, and social media.

Additionally, we have relationships in place with and plan to invest at least 2.64% of contract dollars in MBE (1.08%) and WBE (1.56%) firms completing necessary services for the campaign. Incite will oversee and manage these relationships, as well as all required reporting to the City of Austin. Estimated campaign budgets are based on highest proposed investment for each project, as noted in the RFP, to demonstrate the full scope of how Austin Public Health's budget can be utilized. Our rates for services will remain in place for Austin Public Health each year, and any other projects that arise will be billed at the hourly rates listed below. Hours for services, as well as media expenditures, are estimates which could vary after planning meetings commence.

Please note, the cost proposal for chronic disease prevention exceeds Austin Public Health's desired allocation of 10% for campaign communication and marketing plan development. The additional funds allocated for campaign communication and marketing plan development account for creative development and production of the Sugar Sweetened Beverages video concept.

We look forward to working with Austin Public Health to refine and finalize these budgets.

TOBACCO PREVENTION AND CESSATION			
Campaign Communication and Marketing Plan	Rate	Hours	Total
Strategy Development	160	8	1,280
Media Strategy, Planning, and Buying	140	12	1,680
Creative Development - Dear Me/SmokefreeTXT, LGBTQ, and MHFC updates + new creative for Menthol	150	10	1,500
Copywriting and Translations - Dear Me/SmokefreeTXT, LGBTQ, and MHFC updates + new creative for Menthol	115	10	1,150
Audio/Video Commercial Production – Dear Me/SmokefreeTXT, LGBTQ, and MHFC updates + new creative for Menthol	100	30	3,000
Project Management	100	75	7,500
Financial Management and Reporting	75	25	1,875
Subtotal			17,985
Paid Media			
Radio			99,000
Digital			27,000
Social			36,015
Subtotal			162,015
TOTAL			\$180,000

CHRONIC DISEASE			
Campaign Communication and Marketing Plan	Rate	Hours	Total
Strategy Development	160	3	480
Media Strategy, Planning, and Buying	140	3	420
Creative Development – Diabetes updates + new creative for SSBs	150	3	450
Copywriting and Translations – Diabetes updates + new creative for SSBs	115	3	345
Audio/Video Commercial Production – Diabetes updates + new creative for SSBs	100	27	2,700
Project Management	100	8	800
Financial Management and Reporting	75	2	150
Subtotal			5,345
Paid Media			
Radio			13,975
Digital			3,240
Social			4,440
Subtotal			21,655
TOTAL			\$27,000

PART I: BUSINESS ORGANIZATION

Business Name: Emmis Austin Radio Broadcasting Company, LP d/b/a Incite. (This branch will be performing all tasks included in this proposal.)

Office Address: 8309 N IH 35 Austin, TX, 78753

Parent Company, if any: Emmis Operating Company (Limited Partner)

Type of Business Entity: Limited Partner

In What State and Year Did Your Business Organize in Your Current Structure?: Texas, 1997

PART II: SYSTEM CONCEPT AND SOLUTION¹

HEALTH LANDSCAPE OVERVIEW

Travis County has seen several recent successes in moving towards a healthier community. Tobacco use among middle and high school students has decreased. Deaths from lung cancer have also decreased. In spite of these successes, the need for chronic disease prevention and treatment remains significant.

Tobacco use is the most prevalent cause of preventable death in Travis County, accounting for 15% of all deaths, or nearly 800 lives lost each year. Cancer is by far the leading cause of death among Travis County residents. Lung cancer, which is most commonly caused by direct smoking, remains the most prevalent form of cancer in Travis County. Overall, more than 50% of all deaths in Travis County are caused by chronic diseases including cancer, heart disease, stroke and diabetes. Over 312,000 Travis County adults are considered overweight and 180,000 are considered obese. Nearly 8% or an estimated 67,000 Travis County adults have diabetes.

However, almost all chronic diseases are preventable. Risks for developing chronic diseases are significantly influenced by lifestyle behaviors like nutrition, physical activity, and tobacco use. As of 2015, 50.3% of adult residents in Travis County were not meeting physical activity guidelines and only 18% were eating the recommended servings of fruits and vegetables per day.

BARRIERS

Although lifestyle choices are ultimately personal decisions, they are made within a complex mix of social and environmental influences that can make healthier choices more affordable, accessible, comfortable, and safe. One's ability and willingness to make healthy decisions is affected by individual factors, environmental settings, influential sectors (government, healthcare), as well as social and cultural norms. For people to make healthy choices, they need to have the opportunities to purchase and consume healthy foods and engage in physical activity; be aware of and have access to those healthy choices; understand the positive outcomes associated with healthy changes; and believe that those changes can fit into their lifestyle. It is this combination of environmental access, social/cultural encouragement, and individual willpower that ultimately equip, inspire, and motivate people to take action to improve individual health and, consequently, the health of our community as a whole.

There are specific structural barriers in Travis County that pose challenges to health and wellness, and fold into a much larger context of improving Austin's overall health environment. For instance, lack of transportation services and living in a walkable community are two main concerns that affect residents' perceived quality of life, stress level, and ease of accessing services. Nearly 160,000 Travis County residents live in a "food desert." The existence of food deserts and the cost of healthy food limit certain segments of the population's ability to both access and afford healthier options. There is

¹ Please see Appendix for sources.

also unequal geographic and financial access to green space and recreational facilities, particularly for Austin's African American and Hispanic populations.

In addition to the aforementioned structural challenges, a major root cause of chronic diseases and health disparities is health literacy—the ability for people to understand basic health information in order to make healthy decisions and seek appropriate services. Health literacy is the strongest predictor of a person's health status, more so than age, income, education level, employment status, and race. It is estimated that more than 3 million Texans are low health literate, which accounts for approximately \$17 billion in additional medical expenditures annually.

TARGET POPULATIONS

Those populations who suffer disproportionately from the burden of chronic disease include racial and ethnic minorities and low-income persons. African Americans have the highest rates of cancer, heart disease and stroke. Diabetes mortality rates among Hispanics and African Americans are double the rate of Caucasians and the prevalence of diabetes is generally the highest among persons ages 45+. Additionally, adults with a low income and education level have a higher prevalence of diabetes. In terms of tobacco use, males currently smoke at a higher rate than females and adults ages 18-44 have current smoking rates double those of adults over the age of 65. Prevention of tobacco use at an early age is extremely important. Teens are more sensitive to nicotine and can become addicted much earlier than adults. Three out of four teen smokers will become adult smokers. Almost half will die from a tobacco related condition.

Given Travis County's rates for obesity, diabetes, and tobacco usage, coupled with striking figures for physical inactivity, poor diet, and low health literacy, there is an immediate need to educate, inspire, and motivate our community to adopt healthy behaviors aimed at preventing and reducing chronic diseases. There is also a great need to improve the built environment so that it supports a healthy and physically active community and the overall wellness of residents —especially to overcome health inequities based on income, region, and other socioeconomic factors. However, there is tremendous opportunity. For instance, 70% of Travis County smokers report that they want to quit and 59% report having tried to quit within the past year.

Incite's understanding of the health and environmental landscapes and track record of developing and implementing successful behavior change marketing campaigns equips us with the perspective and expertise needed to navigate this critical and complex public health situation. A targeted behavior change marketing effort can and will have a dramatic impact on the health and wellness of Austin residents.

SOLUTION

Innovation, commitment, and integrity are at the core of everything Incite does. Incite has a unique approach to solving problems and generating solutions. We're committed to providing our clients

exceptional service and making the communities we serve better places to live. We believe in doing what's right and authentic—for our partners and our communities.

As social impact marketers, it's critical to understand what truly matters to people and motivates them to act. To affect positive behavior change, you must connect with audiences at a personal level and tap into essential human needs and desires, like security, freedom, or happiness.

Incite has over a decade of social impact marketing experience influencing public policy and improving lives. Regardless of the challenge, our proven marketing strategy for motivating positive behavior change uses a combination of local media, social influencers, and multimedia to deliver desired outcomes.

Local Media

Incite believes in capitalizing on local media's deeply-rooted relationships with and relevance within communities. Local media resonates with audiences because its content and conversations revolve around issues that directly impact peoples' lives, like local news, politics, weather, and entertainment. Such issues matter greatly to communities and are often covered in real-time by local media—creating active engagement from audiences consuming that content.

Influencers

The power of local personalities championing your message resonates with diverse audiences. They're staples in the community, and have earned trust that generates automatic influence and connection. Incite's strategy of deploying social influencers to endorse issue-based causes and campaigns is the pillar of our behavior change marketing model, which has proven extremely effective in engaging our audiences, encouraging them to think or feel differently, and ultimately motivating them to take positive action.

Multimedia

Today's consumers are busier than ever and the options for reaching them where they live, work, and play continue to grow. Incite uses multiple tactics based on the most current media consumption data and habits of your desired target audience when designing behavior change marketing campaigns—particularly for under-served, hard-to-reach audiences. Note: We recommend tactics regardless of whether or not they are owned by Emmis.

Based on input from Austin Public Health, each of the proposed campaign solutions outlined below can and will be customized in a collaborative manner in order to most effectively meet agreed upon desired outcomes.

TOBACCO

Dear Me / SmokefreeTXT

- Target audience: 18-34 year olds, current tobacco users, living in Austin
- Tactics
 - Radio (see appendix for rationale)
 - KHFI-FM
 - KBPA-FM
 - KPEZ-FM
 - KAMX-FM or KROX-FM
 - KLBJ-FM
 - Digital: Targeted video pre-roll
 - Social (see appendix for rationale)
 - Facebook / Instagram
 - YouTube
 - Snapchat*
- Influencers
 - Anne Hudson (KHFI radio personality)
 - Evan (KBPA radio personality)
 - Val Santos (KPEZ radio personality)
 - To be decided (KAMX radio personality) OR Deb O'Keefe (KROX-FM radio personality)
 - B-DOE (KLBJ-FM radio personality)
 - Dear Me contest winners (former smokers)
- Desired outcome: Increase text subscribers for SmokefreeTXT.

*Dependent upon Snapchat account creation. Twitter would be the recommended substitute.

Menthol

- Target audiences
 - Audience 1: African Americans, ages 25+, parents and/or grandparents, living in Austin
 - Audience 2: Ages 35+, policy-makers and social activists, living in Austin
- Tactics
 - Audience 1
 - Radio (see appendix for rationale)
 - KPEZ-FM
 - KAZI-FM
 - Digital: Targeted display and/or video pre-roll ads (pending video creative availability)
 - Social (see appendix for rationale)
 - Facebook/Instagram

- YouTube (pending video creative availability)
 - Audience 2
 - Radio: KUT-FM
 - Digital: Targeted display and/or video pre-roll ads (pending video creative availability)
 - Social: Facebook (see appendix for rationale)
- Influencers
 - Audience 1: Val Santos (KPEZ radio personality)
 - Others to be decided
- Desired outcomes
 - Audience 1: Motivate African American parents and grandparents to encourage children and/or grandchildren to quit smoking using available resources like SmokefreeTXT.
 - Audience 2: Enact policies that promote and support healthy cultures and environments.

LGBTQ

- Target audience: 18-34 year olds, current tobacco users, identify as LGBTQ, living in Austin
- Tactics
 - Digital: Targeted video pre-roll
 - Social (see appendix for rationale)
 - Facebook/Instagram
 - YouTube
 - Snapchat*
 - Influencer: Cynthia Lee Fontaine
- Desired outcome: Increase text subscribers for SmokefreeTXT.

*Dependent upon Snapchat account creation. Twitter would be the recommended substitute.

Mayor's Health and Fitness Council

- Target audiences
 - Audience 1: 35-54 years old, females, profession: Human Resources, living in Austin
 - Audience 2: 45+ years old, male, c-suite, living in Austin
- Tactics
 - Radio: KBPA-FM (see appendix for rationale)
 - Digital: Targeted video pre-roll
 - Social: Facebook/Instagram
- Influencers
 - Evan (KBPA radio personality)
 - Mayor Adler
 - Representatives from previous certified businesses

- Desired outcome: Increase total number of Mayors Health and Fitness Council certified businesses.

CHRONIC DISEASE

Diabetes

- Target audience: 35-54 year olds, Hispanic, African-American, low income, low education, living in Austin
- Tactics
 - Radio (see appendix for rationale)
 - KLZT-FM
 - Latino
 - KAZI-FM
- Influencers
 - La Chilanga (KLZT radio personality)
 - Betty (Latino radio personality)
- Desired outcome: Increase overall attendance for free diabetes classes.

Sugar Sweetened Beverages

- Target audience: 35-54 year olds, Hispanic, African-American, low income, low education, living in Austin
- Tactics
 - Radio (see appendix for rationale)
 - KLZT-FM
 - Latino
 - KAZI-FM
 - Digital: Targeted video pre-roll
 - Social (see appendix for rationale)
 - Facebook / Instagram
 - YouTube
- Influencers
 - La Chilanga (KLZT radio personality)
 - Betty (Latino radio personality)
- Desired outcome: Increase awareness of the danger of consuming too many sugar sweetened beverages and provide healthy alternatives.

Our standard practice for earned media includes negotiating a 1:1 or 1:2 match on all paid commercials. Additionally, we regularly provide interviews on our local English and Spanish community affairs programs and news talk station, 590 KLBJ-AM. We believe that your success means our success, so we facilitate these opportunities as often as possible to improve project outcomes and deepen client relationships.

PART III: PROGRAM

OUR PROCESS

Incite develops and implements marketing campaigns based on an inclusive, step-by-step process that ensures our client's goals are identified from the outset, and that we're consistently working towards agreed upon objectives to achieve maximum success and impact. This process includes: discovery, timeline, research, marketing plan development, creative development, media placement, monitoring and evaluation, and recapping.

We treat our clients as partners and valued resources, and meet with them frequently to plan, provide status reports, and receive feedback. Throughout the duration of your campaign, Incite will review strategies implemented against campaign goals and make recommendations should adjustments need to be made to optimize performance. Austin Public Health will be included in each step of our process and we won't proceed to the next phase without your approval.

Below is an overview of our highly collaborative marketing strategy process. A more detailed outline based on your scope of work is included in the next section.

INCITE'S PROCESS



TECHNICAL PLAN

DISCOVERY	<p>WEEK 1</p> <p>Initial meeting between Incite and APH.</p> <ul style="list-style-type: none">• Schedule (bi)weekly status calls and mid-campaign review.• Discuss each campaign in detail.<ul style="list-style-type: none">○ Agree upon campaign goals and measurable objectives○ Identify existing creative assets and determine assets that require development○ Identify target audience(s)○ Determine if formal research is necessary○ Discuss overall budget allocation per campaign○ Determine appropriate timeframe for each campaign
TIMELINE	<p>WEEK 2</p> <p>Based on the discovery meeting, Incite will prepare a detailed timeline for the year. APH will have time to review the timeline and send feedback before a final version is approved. Timeline will include:</p> <ul style="list-style-type: none">• Flight dates• Status calls• In-person meetings
RESEARCH	<p>NOT APPLICABLE</p> <p>At the discovery meeting Incite and APH will decide if formal research is required. However, based on the scope of work provided within this RFP, we do not believe research will be required.</p>
MARKETING PLAN	<p>WEEK 3</p> <p>Incite to present the marketing plan for each campaign to APH and stakeholders. APH will have time to review the marketing plan and send feedback before a final version is approved. Marketing plan will include:</p> <ul style="list-style-type: none">• Final goals and objectives• Key audience profiles• Budget breakdown per tactic• Work plan listing all tasks needed to implement the campaigns with due dates, approval dates, and responsible parties

CREATIVE DEVELOPMENT	<p>WEEKS 4 - 7</p> <p>Incite will develop the creative assets identified during the initial meeting, including the Sugar Sweetened Beverage video. The detailed work plan will include the specific tasks for creative development and their accompanying approval time, but the typical process involves:</p> <ul style="list-style-type: none"> • Incite sends copy to APH for review • APH sends feedback / approval • Incite sends first draft of creative with revised copy in the form of a radio spot, digital ad, flyer, video, or other • APH sends feedback on creative first draft • Incite sends revised creative draft to APH • APH sends final feedback on creative draft • Incite sends final creative asset to APH
MEDIA PLACEMENT	<p>WEEKS 4 - 5</p> <p>Incite will place the media buy based on the approved marketing plan, and will negotiate added-value opportunities.</p>
MONITORING	<p>DURING CAMPAIGN FLIGHTS</p> <p>During the campaign flight, Incite will monitor the performance of the media tactics to ensure they are performing as they should. Incite will provide and review the reporting on a weekly basis with APH, and suggest ways to optimize the campaigns as needed. Real results, such as number of calls or class sign-ups, provided by APH during campaign flights will be helpful for optimizing the media tactics.</p>
RECAP	<p>1 MONTH POST-FLIGHT</p> <p>In addition to the weekly reporting that Incite will provide during the campaign flights, Incite will also deliver comprehensive campaign recaps that summarize campaign performance and include feedback.</p>

COMPLIANCE STATEMENT

Incite complies with both the terms of this Request for Proposal, as well as all applicable rules and regulations of Federal, State and Local governing entities.

PAYMENT PROGRESS

We request monthly payment based on the previous month's labor and hard costs.

PART IV: PROJECT MANAGEMENT STRUCTURE

ACCOUNT TEAM STRUCTURE

Incite has a Core Account Team who focuses solely on campaign strategy, design, and implementation as well as project and account management. From project kick-off to completion, this team will develop and monitor all aspects of your campaigns to ensure that deliverables are being met according to budget, timeline, and scope.

Incite's Core Account Team includes:

- Daniel Sahl, Director of Incite and Digital
- Layne Meyers, Incite Project Manager
- Brandon Chezbro, Account Executive

Our Core Account Team is led by Austin-based Director of Incite and Digital, Daniel Sahl. Daniel has led the creation and execution of many campaigns on behalf of Austin Public Health, City of Austin Air Quality, City of Austin Development Services, City of Austin Housing Heroes, and the City of Austin Resource Recovery. Daniel plays a large role in developing marketing strategies, negotiating and placing media, overseeing digital and social media buys, and creative production. Daniel will be assisted by Layne Meyers, Project Manager, and Brandon Chezbro, Account Executive.

Clients are designated a single point of contact—our Project Manager—who is responsible for holding both projects and people to task. Layne determines project requirements, evaluates staff resources, and assigns appropriate staff members to accomplish project goals. Layne streamlines all communication and directly oversees relationships with subcontractors to ensure quality and timeliness of work.

As the Account Executive, Brandon is instrumental in campaign implementation. He works closely with Daniel to develop media plans, monitor campaign performance, and provide post-campaign reporting.

ORGANIZATIONAL CHART

EMMIS CORPORATE EXECUTIVE TEAM

JEFF SMULYAN, Chairman, CEO, & Founder	SCOTT ENRIGHT, Executive VP & General Counsel
PATRICK WALSH, President & COO	ELIZABETH ELLIS, VP & Corporate Counsel
RYAN HORNADAY, Executive VP, CFO, & Treasurer	GREG LOEWEN, President Publishing Division & CSO
RICK CUMMINGS, President Radio Programming	PAUL BRENNER, President Next Radio Division

RADIO

RICK
CUMMINGS
President

DIGITAL

ANGIE MAY
YARUSSO
Senior VP

PUBLISHING

GREG LOEWEN
President

INCITE / DIGITAL
DANIEL SAHL

Director of Incite & Digital

INCITE

LAYNE MEYERS
Project Manager

RADIO

BRANDON CHEZBRO
Senior Account Executive

FINANCE

SUREKHA
DHOLAKIA
Controller

DIGITAL

ALFRED PEREZ
Digital Ad
Operations

DIGITAL

KIM
DOUGLAS
Digital Content
Director

CREATIVE

JIM KIPPING
Creative Services
Director

CREATIVE

DYLAN CHILDS
Videographer

CREATIVE

SHAILA
ABDULLAH
Graphic Designer,
MBE Subcontractor

CREATIVE

LORI BRAUN
Graphic Designer,
WBE Subcontractor

CREATIVE

BOB BUCKALEW
Videographer,
Subcontractor

PART V: PRIOR EXPERIENCE

CASE STUDIES

Please see following pages for examples of campaigns for:

- Austin Public Health
- City of Austin Transportation Department, Air Quality Program
- Foundation Communities
- The Livestrong Foundation
- We Are Blood
- Air Check Texas
- United Way

AUSTIN PUBLIC HEALTH

BRIEF OVERVIEW:

Since 2016, Incite has served as the agency of record for Austin Public Health's Chronic Disease Prevention and Tobacco Cessation program. Our work entails conducting research, developing marketing strategies, creative conceiving and design, and planning, placing, monitoring, and optimizing media for a variety of campaigns.

GOALS & OBJECTIVES:

Tobacco Cessation and Prevention

- Increase registrants in SmokefreeTXT (Target audiences: Adults 18-34 with lower income, lower education, and under- or uninsured; LGBTQ community).
- Create and print Smokefree Event materials for use in public parks, including a toolkit and event signage (Target audiences: Event organizers; event attendees).
- Build awareness around the dangers of menthol cigarettes (Target audiences: Adults 25 – 54, with an emphasis on African Americans).

Chronic Disease Prevention

- Increase enrollment in APH's free diabetes classes (Target audiences: Adults 35-54 with lower income, lower education, and under- or uninsured; skewing Hispanic and African American).
- Raise awareness about the dangers of consuming sugar sweetened beverages (Target audiences: Adults 35-54 with lower income, lower education, and under- or uninsured; skewing Hispanic and African American).
- Increase enrollment in SNAP and WIC programs (Target audiences: Adults 25-44 with lower income, lower education, and under- or uninsured; skewing Hispanic and African American).
- Drive traffic to free HIV testing sites on World AIDS Day (Target audiences: Hispanic and African American MSMs).

Healthy Systems Change

- Encourage businesses to become Mayor's Health & Fitness Council certified (Target Audiences: C-Suite and Human Resources professionals).

CAMPAIGN STRATEGIES & CREATIVE ASSETS:

Incite has developed, implemented, and optimized a variety of multimedia campaigns to achieve the above-mentioned goals. We've followed our marketing strategy process to identify target audiences, timelines, tactics, desired impact, etc. for each project—some of which have required conducting formal research, such as focus groups and in-depth interviews, to guide planning. As a result, our campaigns have varied in terms of strategies deployed and creative concepts developed. However, one key strategy we use in the majority of our work with APH involves enlisting social influencers to be

the voice of our campaigns, including radio personalities, Mayor Steve Adler, business leaders, and RuPaul's Drag Race contestant, Cynthia Lee Fontaine.

Tactics we've used to reach APH's diverse target audiences have included radio, digital, social media (paid and organic), video, print, flyers, toolkits, event sponsorships, and grassroots street team engagements. For each campaign, Incite has developed the creative (including in-house video production); planned, purchased, monitored, and optimized the media; hired and managed staffing for events and the street teams; and overseen contesting. **For all Austin Public Health campaigns, we work to secure a 1:1 match for radio commercials whenever possible and offer the opportunity for experts to be interviewed on our local Community Affairs program, Local Insights.**

MEASURED RESULTS & OUTCOMES:

(2016 - Present combined)

- 831 people enrolled in SmokefreeTXT.
- 121 people enrolled in free diabetes classes; 50% increase over previous year.
- 180 people took an online quiz about sugar sweetened beverages.
- 166 enrolled in an educational text program about sugar sweetened beverages.
- 67% increase in calls to enroll for SNAP.
- 45 people tested for HIV in one 6-hour window; Goal: 30 people.
- 34 businesses applied to become MHFC certified; Goal: 10 businesses.
- 57,500,000+ gross impressions.

Text
AUSTIN
to
47848



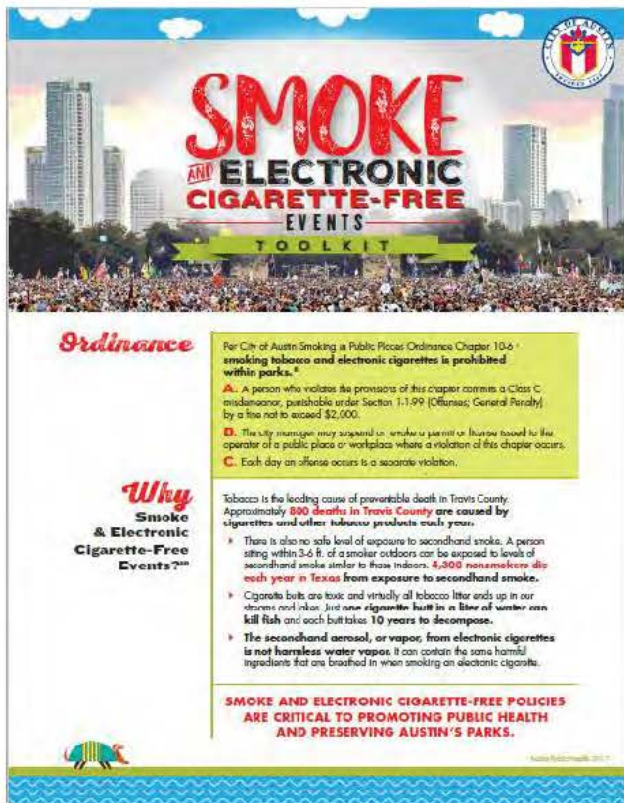
*LGBTQ Tobacco Cessation video
featuring Cynthia Lee Fontaine*



*Mayor's Healthiest Workplace video
featuring Mayor Adler*



*Dear Me video featuring one of the
four contest winners*



Smokefree Event Toolkit

Mayor's Health and Fitness Council flyer

SNAP flyer for the elderly in Spanish



Your Health, Your Choice

Sugar-Sweetened Beverages Facebook ad



Parks and Recreation banner ad

Healthy Places, Healthy People
Written by Daniel Salé (H) · September 1, 2016

Ignorando la diabetes es costoso. Puede causar ceguera, amputación, y la muerte. Pero hay buenas noticias – puedes controlar la diabetes y vivir una vida plena y saludable. Inscríbete GRATIS a las clases de diabetes y empieza hoy mismo a manejar la diabetes. ¡Obtenga una tarjeta de regalo de HEB por asistir! Llame al 512-972-6769 o haga clic para inscribirse.

See Translation

La Diabetes es grave.
Inscríbete GRATIS a las clases de diabetes y empieza hoy mismo a manejar la diabetes. Llame al 512-972-6769 o haga clic para inscribirse.

HEALTHYPLACESHEALTHYPEOPLE.ORG [Sign Up](#)

Diabetes Spanish Facebook ad



Austin HIV Prevention Program digital Spanish banner ad

CITY OF AUSTIN

TRANSPORTATION

BRIEF OVERVIEW:

In 2017, Incite served as the agency of record for the City of Austin Transportation Department's Air Quality's Ozone Awareness outreach.

GOALS & OBJECTIVES:

- Increase the willingness of the general public to take actions to reduce ground-level ozone forming emissions during ozone season.

CAMPAIGN STRATEGIES & CREATIVE ASSETS:

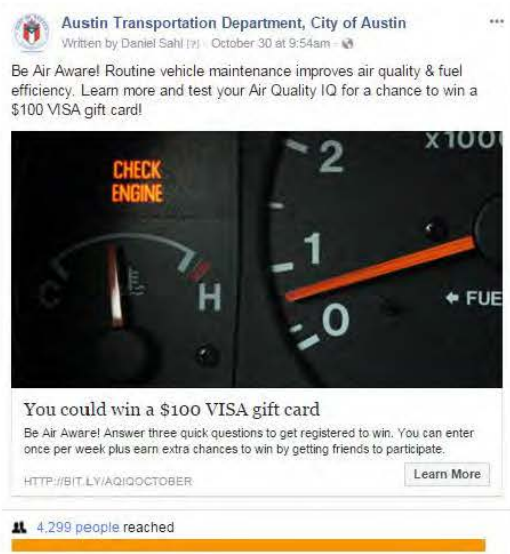
For Air Quality's Ozone outreach, our work entailed conducting research, developing a marketing strategy, designing creative, and placing, monitoring, and optimizing media. Over the course of ozone season (May – September), Incite promoted educational "Be Air Aware" themes that rotated on a monthly basis through a combination of radio, digital, and social media advertising. Radio commercials included recorded endorsements from local influencers that reached commuters 18+ during morning and afternoon drive times on the highest occurring ozone level days. Digital and social media ads targeting drivers 18+ and the Vietnamese population in Austin drove audiences to take an educational "AQ IQ" quiz for the chance to win a \$100 visa gift card. **As added-value, Air Quality was invited to be interviewed on Emmis Austin's Community Affairs programs, Local Insights and Sirviendo a Austin. They also received 796 no-charge commercials and inclusion in 6 Emmis radio station e-newsletters.**

MEASURED RESULTS & OUTCOMES:

- 841 quiz registrants.
- 5,600,000+ gross impressions.



Be Air Aware banner ad



Be Air Aware Facebook ad

FOUNDATION COMMUNITIES

BRIEF OVERVIEW:

In 2017, Foundation Communities, an Austin-based nonprofit that provides affordable housing and educational, financial, and health support programs, wanted to assist Austin's under-insured and gig-economy populations in finding health insurance.

GOALS & OBJECTIVES:

- Encourage over 5,000 individuals to visit Community Financial Centers to seek assistance with enrolling in health insurance during the Health Insurance Marketplace's open enrollment period (November 1 – December 15).

CAMPAIGN STRATEGIES & CREATIVE ASSETS:

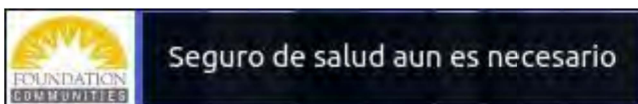
Incite developed a marketing strategy, including the creative concept and design, in addition to planning, placing, monitoring and optimizing media. The media targeted Austin's under-insured population and included:

- Endorsements from local personalities on English and Spanish radio stations.
- Digital advertising with a focus on low-income, self- or part-time employed adults 18+ that linked to English/Spanish mobile landing pages with a click-to-call function.

As added-value, Foundation Communities received 87 no-charge commercials.

MEASURED RESULTS AND OUTCOMES:

- 5,600+ individuals enrolled in health insurance.
- 20% increase in enrollment over previous year.



Foundation Communities Spanish digital banner ad



Foundation Communities digital ads

LIVESTRONG FOUNDATION

BRIEF OVERVIEW:

In 2017, the Livestrong Foundation was looking to increase registrations in markets surrounding Austin, Texas for the Livestrong Challenge, their flagship bicycle race.

GOALS & OBJECTIVES:

- Drive online registrants for the Austin Livestrong Challenge.

CAMPAIGN STRATEGIES & CREATIVE ASSETS:

Our plan used programmatic digital audience targeting to reach avid runners, cyclists, fitness app users, and fit device owners throughout Austin, San Antonio, and Houston. The digital strategy also included topic targeting to web users who were browsing pages about running, cycling, and fitness. Creative included display ads and full screen mobile ads served within fitness apps or to fitness device owners.

Livestrong also ran a registration pre-sale the first 10 days of the campaign, which included heavier programmatic digital marketing as well as social media and newsletter promotion across multiple Emmis Radio stations. All reporting included performance by creative asset, including A/B testing of multiple creative assets to optimize for high performance.

MEASURED RESULTS & OUTCOMES:

- 96 conversions on the Livestrong Challenge registration page provided an online conversion rate of 12% during the presale and 3.75% throughout the full campaign (above average ecommerce conversion rates of 2.35%).
- 200,000+ impressions.
- Our digital marketing outperformed all other digital marketing placed and provided the most comprehensive reporting regarding conversions and ongoing delivery.



Livestrong dynamic banner ads

300x600

LIVESTRONG[®]
CHALLENGE 2018
10.21.2018 AUSTIN, TEXAS

Get
40% OFF
with code
SAVE40



REGISTER NOW

160x600

LIVESTRONG[®]
RIDE 2018
AUSTIN, TEXAS
10.21.2018

Get
40% OFF
with
code
SAVE40



REGISTER NOW

300x250

LIVESTRONG[®]
CHALLENGE 2018
10.21.2018 AUSTIN, TEXAS

Get **40% OFF**
with code **SAVE40**



REGISTER NOW

320x50

LIVESTRONG[®]
CHALLENGE 2018
10.21.2018 AUSTIN, TEXAS

40% OFF with SAVE40



REGISTER

728x90

LIVESTRONG[®]
CHALLENGE 2018
10.21.2018 AUSTIN, TEXAS

Get **40% OFF** with code **SAVE40**



REGISTER NOW

Livestrong digital ads

WE ARE BLOOD

BRIEF OVERVIEW:

We Are Blood is a local nonprofit dedicated to providing and protecting the Central Texas blood supply. In 2018, We Are Blood partnered with Incite to increase the organization's donor base, developing a younger generation of new, regular donors, and inspiring all Central Texans to save lives locally.

GOALS & OBJECTIVES:

- Brand We Are Blood as highly local and deeply rooted in the Austin community.
- Raise awareness about the importance of maintaining a robust local blood supply.
- Educate potential donors about myths pertaining to giving blood.
- Increase donations and We Are Blood's long-term donor base.

CAMPAIGN STRATEGIES & CREATIVE ASSETS:

Incite recommended a year-long marketing strategy encouraging Austinites to Rock N' Roll Up Their Sleeves to keep the local blood supply strong.

As part of a broader branding campaign including a combination of social influencers, native digital content, event sponsorships, and earned media through Emmis's community outreach assets, Incite asked loyal KLBJ-FM listeners to participate in a T-shirt design contest to celebrate 45 years of Rockin' Austin. The winning design was printed on an exclusive 45th Anniversary collector tee, which listeners could only receive by donating blood at one of the three Rock N' Roll Up Your Sleeve Blood Drives hosted at We Are Blood locations. To drive donations, we also created a contest for all donors to register to win a pair of SXSW Music Wristbands.

In addition to designing all campaign creative elements, we heavily promoted the contest and blood drives through on-air commercials, promotional announcements, and a variety of digital and social media assets, including KLBJ-FM homepage rotator ads, a feature page takeover, email newsletters, and Facebook live videos. **As added-value, We Are Blood was invited to be interviewed on Emmis Austin's Community Affairs program, Local Insights.** Radio stations also aired over 400 no-charge commercials.

MEASURED RESULTS AND OUTCOMES:

- 192 donations from three blood drives, including 19+ first time donors.

93.7 KLBJ
THE ROCK OF AUSTIN

ROCK N' ROLL UP YOUR SLEEVE BLOOD DRIVE

KLBJ FM Rock N' Roll Up Your Sleeve Blood Drive

Jan 15, 2018

SHARE

It's KLBJ's historic 45th Anniversary and we're bringing back our Rock N' Roll Up Your Sleeve Blood Drive with We Are Blood!

THANK YOU to all the Rowdy Rockers who submitted a design for our 45th Anniversary T-Shirt. The Wizards at KLBJ are now deliberating on which design will be crowned the winner. The winning design will be printed on exclusive 45th Anniversary collector tees that will be available to the public (while supplies last) at 3 on-site appearances at We Are Blood if you sign up to donate blood for the Rock N' Roll Up Your Sleeve Blood Drive.

KLBJ's Rock N' Roll Up Your Sleeve Blood Drive: Make an appointment online for one of these three dates and put KLBJ FM in the notes section of your donation application!!

- ~ 2/23 - We Are Blood (Slaughter Lane)
- ~ 3/2 - We Are Blood (Round Rock)
- ~ 3/9 - We Are Blood (N. Lamar)

Schedule your appointment online today for one of the three KLBJ Rock N' Roll Up Your Sleeve Blood Drives to make sure you get an exclusive 45th KLBJ FM Anniversary shirt (while supplies last)!

Shayna and Rob, from We Are Blood, stopped by Local Insights to tell you how easy it is to donate blood and how important your donations are to 10 counties in Central Texas.

TRENDING ARTICLES THIS WEEK

1. [DBM Show Guide 02.12 - 02.16](#) 897 Views
2. [Five Ways to Make Cash Selling Your Body to Science](#) 438 Views
3. [Topless Kane Upton Wiped Out By Waves](#) 624 Views
4. [2018 Rock Girl Entries](#) 353 Views
5. [Road Rage Instant Karma](#) 310 Views

KLBJ POLL

Thoughts on Peeing While Swimming

NOPE. NEVER. GET OUT OF THE WATER!

24%

ONLY OKAY IN THE OCEAN, LAKE OR RIVER

We Are Blood KLBJ-FM custom landing page



We Are Blood T-Shirt design winner



We Are Blood KLBJ-FM site digital ads



Rock N' Roll Up Your Sleeve Blood Drive to benefit We Are Blood

Make your spring rock by helping save a life! The need for blood never goes away but sometimes blood donors do. That's why we're calling on all you rowdy rockers to do your part and help out during our **Rock and Roll Up Your Sleeve Blood Drive!** All presenting blood donors at the blood drives will receive an exclusive KLBJ 45th Anniversary collectors T-Shirt and the chance to win a pair of SXSW wristbands!

Find out more at KLBJFM.com

Feature in KLBJ-FM newsletter

AIR CHECK TEXAS

BRIEF OVERVIEW:

The Texas Commission on Environmental Quality's Air Check Drive a Clean Machine program provides financial assistance for replacing higher emissions-emitting cars or trucks for eligible motorists. Many drivers are unaware that this support program even exists, let alone if they qualify.

GOALS & OBJECTIVES:

- Educate and encourage people in Travis County to go online and see if they are eligible for Drive a Clean Machine assistance.

CAMPAIGN STRATEGIES & CREATIVE ASSETS:

Incite created and implemented a multimedia campaign targeting drivers 18+ with an emphasis on the Hispanic community, low-income adults, and elderly low-income individuals. In addition to running a heavy radio campaign, we deployed a targeted digital campaign on mobile and desktop devices. Ads targeted vehicle owners driving cars 10 years and older. Household income and household size ratios were considered, and ads were served around Internet articles based on content (e.g. Auto Repair and Used Car Buying). We also promoted the Drive a Clean Machine program through sponsored posts from Emmis radio stations' Facebook and Twitter accounts, sponsored newsletters to Emmis radio stations' opt-in email databases, and digital ads on Emmis' seven radio station sites that included audio and video pre-roll (also on TuneIn and iHeartRadio platforms).

All campaign materials directed audiences to an interactive landing page created by Emmis' digital team that directed visitors to answer simple questions, determine their eligibility, and access an application if they qualified for the program. **As added-value, Air Check Texas received 100 no-charge radio commercials.**

MEASURED RESULTS & OUTCOMES:

- 67 qualified leads delivered.
- 9,276 visitors to the DACM website.
- 2,060,184 gross impressions.



Drive a Clean Machine digital ad

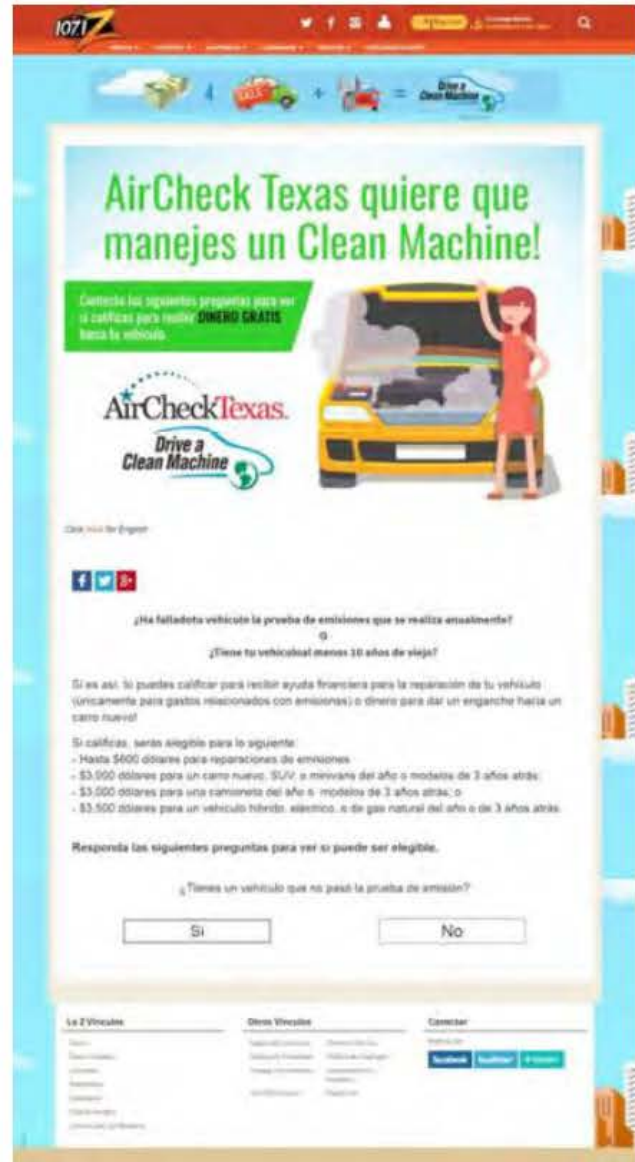


#AirCheckTexas & KLBJ want to help you out with your car emission repairs! See if you qualify here: bit.ly/KLBJAMaircheck...



3:10 PM - 8 Feb 2017

Drive a Clean Machine Facebook post



Drive a Clean Machine landing page

UNITED WAY

BRIEF OVERVIEW:

United Way of Greater Austin understands that early childhood development has lifelong effects, and partnered with KLRU to bring Bright by Text to Austin. Bright by Text is a free texting service for parents that sends tips promoting healthy development for children ages 0 – 8. In 2018 United Way partnered with Incite to assist with increasing brand awareness and signups for the texting service.

GOALS & OBJECTIVES:

- Increase enrollments from lower-income, English and Spanish speaking parents with children ages 0 – 8 in Bright by Text in summer 2018.

CAMPAIGN STRATEGIES & CREATIVE ASSETS:

Incite harnessed the power of local media by utilizing a well-known radio personality to endorse and lend credibility to Bright by Text. Latino 102.7's El Zyber delivered endorsements to the station audience, which reaches bilingual and low income Hispanics. The multimedia campaign included targeted mobile digital ads and social media videos served based on demographic, behavior, interest, and geographic data. **As added-value, United Way received 79 no-charge radio commercials.**

MEASURED RESULTS & OUTCOMES:

- 752 clicks through to the Bright by Text sign up page.
- 293,203 gross impressions.



Bright By Text mobile ads



Bright By Text Facebook ads

PART VI: PERSONNEL

DANIEL SAHL

Director of Incite & Digital, Austin, TX

Primary Role: Account Director | 15%

Years of experience with current firm: 15

Total years of experience: 15

Education: BS in Radio, Television, and Film (University of Texas at Austin, 2003)

Summary of assigned work:

- Project oversight
- Develop communication and marketing campaign plans
- Purchase and optimize paid media
- Oversee digital media plan implementation and optimization

Experience:

Client and location: Austin Public Health (TX)

- **Brief description:** Since 2016, Incite has worked with Austin Public Health's Chronic Disease Prevention and Tobacco Cessation program to raise awareness and encourage behavior change among Austinites.
- **Role on account:** Account Director
 - Develop communication and marketing campaign plans
 - Conduct qualitative and quantitative target audience research
 - Place paid media on radio stations, print publications, digital properties and social media platforms
 - Coordinate earned media
 - Lead campaign optimization and evaluation

Client and location: City of Austin Air Quality (TX)

- **Brief description:** In 2017, Incite served as the agency of record for the Transportation Department's Air Quality Program and worked to increase the willingness of the general public to take actions to reduce ground-level ozone forming emissions during ozone season.
- **Role on account:** Account Director
 - Developed communication and marketing campaign plan
 - Qualitative and quantitative target audience research
 - Placed paid media on radio stations, digital properties and social media platforms
 - Coordinated earned media
 - Led campaign optimization and evaluation

Client and location: Capital Area Council of Governments (TX)

- **Brief description:** In 2016 and 2017, CAPCOG partnered with Incite to inform Central Texans about small steps they could take to help improve air quality.
- **Role on account:** Account Director
 - Oversaw project management
 - Oversaw development of digital marketing campaign plan
 - Oversaw campaign optimization and evaluation

Client and location: Air Check Texas (TX)

- **Brief description:** Since 2016, Incite has promoted Travis County's "Drive a Clean Machine" program to encourage Travis and Williamson county residents in need of emissions-related car repairs to find out if they qualify for assistance.
- **Role on account:** Account Director
 - Oversee project management
 - Oversee development of digital marketing campaign plans
 - Oversee campaign optimization and evaluation

Client and location: Kinsa Health (TX)

- **Brief description:** Program designed to reach 1% of Austin households with Kinsa's Smart Thermometer in an effort to make Austin a healthier city. It resulted in the distribution of 2,000 thermometers over the course of four weeks.
- **Role on account:** Account Director
 - Developed communication and marketing campaign plan
 - Oversaw project management
 - Placed paid media on radio stations, digital properties and social media platforms
 - Assisted with creation of paid media and event outreach messaging
 - Negotiated and coordinated partnerships with Cedar Park Center and Frank Erwin Center for thermometer distribution
 - Coordinated earned media
 - Assisted with campaign objectives including outcome evaluation

Client and location: COA Housing Heroes (TX)

- **Brief description:** Program designed in partnership with the City of Austin to help house 200 homeless veteran's by the end of 2015. Housed 300 homeless veterans during campaign timeframe.
- **Role on account:** Account Director
 - Developed communication and marketing campaign plan
 - Placed paid media on radio stations and digital properties
 - Assisted with creation of paid media messaging
 - Coordinated earned media

LAYNE MEYERS

Incite Project Manager, Austin, TX

Primary Role: Project Manager | 25%

Years of experience with current firm: 1.25

Total years of experience: 2.5

Education: BBA in Marketing and BA in Creative Advertising (Southern Methodist University, 2012)

Summary of assigned work:

- Main point-of-contact for client and vendors
- Strategy implementation and subcontractor management
- Assign appropriate staff members to accomplish project / campaign goals

Experience:

Client and location: Austin Public Health, Incite (TX)

- **Brief description:** Since 2016, Incite has worked with Austin Public Health's Chronic Disease Prevention and Tobacco Cessation program to raise awareness and encourage behavior change among Austinites.
- **Role on account:** Project Manager
 - Main point-of-contact for client, internal staff, and vendors
 - Sets and manages campaign timelines
 - Assists with creative development
 - Coordinates creative production and deliverables
 - Creates campaign recap documents and prepares billing

Client and location: Tennessee Department of Transportation, EnviroMedia (TN)

- **Brief description:** Researched, developed, and launched a statewide anti-littering campaign for Tennessee including brand development, television, print, outdoor, social media, experiential marketing, and a statewide media tour.
- **Role on account:** Account Executive
 - Main point-of-contact for client, internal staff, and vendors
 - Developed status sheets and ran weekly status calls
 - Set and managed campaign timelines and budgets

Client and location: North Texas Municipal Water District, EnviroMedia (TX)

- **Brief description:** An ongoing comprehensive water conservation campaign in North Texas that educated audiences on how to conserve water through digital, social media, television, outdoor, and experiential marketing.

- **Role on account:** Account Executive
 - Main point-of-contact for client, internal staff, and vendors
 - Developed status sheets and ran weekly status calls
 - Set and managed campaign timelines and budgets

Client and location: Texas Department of State Health Services, EnviroMedia (TX)

- **Brief description:** Two statewide campaigns focusing on tobacco prevention and cessation utilizing existing creative and the development of a youth outreach component.
- **Role on account:** Account Executive
 - Main point-of-contact for client, internal staff, and vendors
 - Set and managed campaign timelines and budgets

Client and location: Peers Against Tobacco, EnviroMedia (TX)

- **Brief description:** Partnered with Peers Against Tobacco and their consortium members to expand upon existing anti-tobacco grassroots efforts on college campuses across Texas through assembling and mailing campaigns-in-a-tube, website redesign, the “Tobacco Sucks” campaign development, and presenting media strategies to members at the Say What! Conference.
- **Role on account:** Account Executive
 - Main point-of-contact for client, internal staff, and vendors
 - Submitted monthly status report
 - Hosted monthly consortium meetings
 - Assembled and mailed the campaigns-in-a-tube to participating schools
 - Set and managed campaign timelines and budgets

BRANDON CHEZBRO

Senior Account Executive, Austin, TX

Primary Role: Account Executive | 10%

Years of experience with current firm: 5

Total years of experience: 5

Education: BS in Business Administration, Management (San Diego State University, 2010)

Summary of assigned work:

- Creation and measurement of campaign objectives
- Outcome evaluation including monthly media reports
- Assist with developing communication and marketing campaign plans

Experience:

Client and location: Austin Public Health, Incite (TX)

- **Brief description:** Since 2016, Incite has worked with Austin Public Health's Chronic Disease Prevention and Tobacco Cessation program to raise awareness and encourage behavior change among Austinites.
- **Role on account:** Account Executive
 - Assists with communication and marketing campaign plan development
 - Assists with creative messaging development
 - Places, monitors, and reports on paid media

Client and location: Habitat for Humanity, Incite (TX)

- **Brief description:** Emmis was tasked with finding qualified candidates to purchase the remaining homes in the Westgate Grove Community.
- **Role on account:** Account Executive
 - Developed the communication and marketing plan
 - Developed creative messaging
 - Placed, monitored, and reported on paid media

Client and location: Austin Resource Recovery, Incite (TX)

- **Brief description:** Raise public awareness about – and motivate Austinites to participate in – the city's "In the Bin for the Win" district recycling competition.
- **Role on account:** Account Executive
 - Assisted with communication and marketing campaign plan development
 - Assisted with creative messaging development
 - Placed, monitored, and reported on paid media
 - Coordinated earned media

SUREKHA DHOLAKIA

Market Controller, Austin, TX

Primary Role: Accounting Support | 5%

Years of experience with current firm: 15.5 years

Total years of experience: 22.5 years

Education: BBA in Business Administration, Management (Nav Gujarat Commerce College, India)

Summary of assigned work:

- Assist with monthly billing

Experience:

As Emmis' Controller, Surekha manages all aspects of accounting including AP, AR, fixed assets, credit and collections, General Ledger, payroll, cash flow and bank reconciliation. She participates in financial strategic planning, reviews budgets, and ensures accuracy. She manages the internal control system and monitors compliance as required by Sarbanes Oxley (SOX) law.

JIM KIPPING

Creative Services Director, Austin, TX

Primary Role: Creative Services | 5%

Years of experience with current firm: 26

Total years of experience: 35

Summary of assigned work:

- Oversee development of campaign messages and materials
- Identify types and quantities of creative materials required to execute strategies

Experience:

Audio engineer, producer, and voice over artist with thousands of credits on a local, regional, and national campaign for iconic brands.

Client and location: Austin Public Health: Dear Me, Incite (TX)

- **Brief Description:** A two-part tobacco cessation campaign and contest where local influencers and contest winners shared their personal journeys with tobacco on radio, digital, and social platforms.
- **Role on account:** Creative Services
 - Produced and voiced radio commercials for multiple radio stations

Client and location: Kinsa Health, Incite (TX)

- **Brief description:** Program designed to reach 1% of Austin households with Kinsa's Smart Thermometer in an effort to make Austin a healthier city. It resulted in the distribution of 2,000 thermometers over the course of four weeks.
- **Role on account:** Creative Services
 - Produced and voiced radio commercials for multiple radio stations

Client and location: Hospital District/Teaching Hospital, Incite (TX)

- **Role on account:** Creative Services
 - Produced and voiced radio commercials for multiple radio stations.

Client and location: Texas Department of Housing and Community Affairs, Incite (TX)

- **Role on account:** Creative Services
 - Developed messaging, produced and voiced radio commercials for statewide outreach campaign

Client and location: Texas Gas Service, Incite (TX)

- **Role on account:** Creative Services

- Developed messaging, produced and voiced radio commercials for statewide outreach campaign

KIM DOUGLASS

Digital Content Director, Austin, TX

Primary Role: Creative Consultant | 3%

Years of experience with current firm: 1

Total years of experience: 7

Education: BA in Journalism, Film, and Digital Media (Baylor University, 2009)

Summary of assigned work:

- Assist with creative concepts and development as needed

Experience:

Client and location: Air Check Texas, Incite (TX)

- **Brief description:** Since 2016, Incite has promoted Travis County's "Drive a Clean Machine" program to encourage Travis and Williamson county residents in need of emissions-related car repairs to find out if they qualify for assistance.
- **Role on account:** Social Media Content Manager
 - Develops messaging for all social media channels to communicate the Drive Clean initiative in the brand voice for each participating radio station

Client and location: Sun Basket, Emmis (TX)

- **Role on account:** Social Media Content Manager
 - Developed content for radio station personality video posts
 - Promoted videos through social media to client's desired target audience

Client and location: Gold's Gym, Emmis (TX)

- **Role on account:** Digital Content Director
 - Created content, including copy and graphics, which were used on Emmis' radio station social media accounts and blogs

Client and location: Live Nation, iHeartRadio (TX)

- **Role on account:** Digital Content Coordinator
 - Coordinated the creation of all artwork for specialty events with iHeartRadio's Houston radio stations
 - Managed a digital partnership that featured weekly ticket giveaways via social media to boost the social media reach and following for radio brands

ALFRED PEREZ

Digital Ad Ops Manager, Austin, TX

Primary Role: Digital Ad Ops | 15%

Years of experience with current firm: 3

Total years of experience: 3

Education: BS in Mass Communication, Advertising, Minor in Business (Texas State University, 2015)

Summary of assigned work:

- Schedule and launch digital campaigns
- Monitor and optimize campaigns
- Provide reporting

Experience:

Client and location: Austin Public Health, Incite (TX)

- **Brief description of engagement:** Since 2016, Incite has worked with Austin Public Health's Chronic Disease Prevention and Tobacco Cessation program to raise awareness and encourage behavior change among Austinites.
- **Role on account:** Digital Ad Ops
 - Schedules and launches digital campaigns
 - Monitors and optimizes campaigns
 - Provides reporting for digital and social ads

Client and location: City of Austin Watershed Protection Department, Incite (TX)

- **Brief description:** In 2016, Incite ran Watershed Protection's "Let's Can It" program to encourage people to prevent litter from entering Austin's waterways.
- **Role on account:** Digital Ad Ops
 - Scheduled and launched digital campaign
 - Monitored and optimized campaign
 - Provided reporting for digital and social ads

Client and location: City of Austin Air Quality, Incite (TX)

- **Brief description:** In 2017, Incite served as the agency of record for the Transportation Department's Air Quality Program and worked to increase the willingness of the general public to take actions to reduce ground-level ozone forming emissions during ozone season.
- **Role on account:** Digital Ad Ops
 - Scheduled and launched digital campaign
 - Monitored and optimized campaign
 - Provided reporting for digital and social ads

Client and location: Air Check Texas, Incite (TX)

- **Brief description:** Since 2016, Incite has promoted Travis County's "Drive a Clean Machine" program to encourage Travis and Williamson county residents in need of emissions-related car repairs to find out if they qualify for assistance.
- **Role on account:** Digital Ad Ops
 - Schedules and launches digital campaigns
 - Monitors and optimizes campaigns
 - Provides reporting for digital and social ads

DYLAN CHILDS

Video Content Producer, Austin, TX

Primary Role: Videographer | 5%

Years of experience with current firm: 2

Total years of experience: 10

Education: BA in Communications (St. Edward's University, 2016)

Summary of assigned work:

- Assist with development of video creative concepts as needed
- Video production as needed

Experience:

Client and location: Austin Public Health: Dear Me, Incite (TX)

- **Brief description:** A two-part tobacco cessation campaign and contest where local influencers and contest winners shared their personal journeys with tobacco on radio, digital, and social platforms.
- **Role on account:** Video Producer
 - Developed creative concepts for five videos based on individual stories
 - Produced five digital videos

Client and location: Austin Public Health: Mayor's Health and Fitness Council, Incite (TX)

- **Brief description:** Encouraged local businesses and schools to become Mayor's Health and Fitness Council certified and apply for the annual award.
- **Role on account:** Video Producer
 - Developed creative concepts for videos
 - Produced four digital videos featuring Mayor Adler and former award winners

Client and location: Austin Public Health: SmokefreeTXT, Incite (TX)

- **Brief description:** A digital tobacco cessation campaign, promoting SmokefreeTXT and targeting the LGBTQ+ community in Austin.
- **Role on account:** Video Producer
 - Produced English and Spanglish digital videos featuring local celebrity drag queen, Cynthia Lee Fontaine

Client and location: Native Plant Society of Texas (TX)

- **Brief description:** A series of educational videos based on lectures given at NPSOT's annual symposium.
- **Role on account:** Video Producer

SHAILA ABDULLAH

My House of Design, MBE Subcontractor, Austin, TX

Primary Role: Graphic Design | 2%

Years of experience with current firm: 18

Total years of experience: 20

Education: Bachelor of Arts (University of Karachi, Pakistan) Diploma in Graphic Design (Karachi School of Arts, Pakistan)

Summary of assigned work:

- Design print, digital, and social materials needed for the campaign
- Manage print production

Experience:

Client and location: Fulton County Department of Health and Wellness (GA)

- **Brief description:** Worked on multiple contracts with Fulton County Department of Health and Wellness on their Partnerships to Improve Community Health (PICH) Program.
- **Role on account:** Creative Director
 - Designed over 60 marketing materials including, event logo and branding, ads, flyers, posters, billboards, and bus signage
 - Oversaw project from concept through final production

Company and location: The City of Austin, Fresh for Less Campaign (TX)

- **Brief description:** Selected as a marketing subcontractor to Rindy Miller Media for the City of Austin's "Fresh for Less Campaign," a project aimed at improving access to fresh, affordable, convenient, and nutritious food.
- **Role on account:** Creative Director
 - Developing a wide range of campaign materials in English and Spanish, including branding, flyers, banners, and digital ads
 - Oversees project management

Company and location: Illinois State Board of Education

- **Brief description:** The Illinois State Board of Education launched a new set of report card designations in 2018 and this campaign was designed to convey information to stakeholders about the Report Card, IL-EMPOWER, and summative designations.
- **Role on account:** Creative Director
 - Developed marketing campaign
 - Designing editorial services for email campaigns, flyers, handouts, infographics, logo, branding, and social media posts

LORI BRAUN

Lori Braun, WBE Subcontractor, Austin, TX

Primary Role: Graphic Design | 2%

Years of experience with current firm: 15

Total years of experience: 23

Education: BA in Communications, Graphic Design (University of Texas, 1992)

Summary of assigned work:

- Design print, digital, and social materials needed for the campaign
- Manage print production

Experience:

Client and location: Austin Public Health, Incite (TX)

- **Brief description of engagement:** Since 2016, Incite has worked with Austin Public Health's Chronic Disease Prevention and Tobacco Cessation program to raise awareness and encourage behavior change among Austinites.
- **Role on account:** Graphic Design Subcontractor
 - Design print materials including flyers, push cards, and smoke free event signage
 - Create digital advertisements
 - Manage print production

Client and location: Raptor Technologies Inc. (TX)

- **Role on account:** Graphic Designer
 - Designed corporate branding including website, logos, brochures, product sheets, proposals, and advertisements
 - Developed and executed advertising campaigns
 - Managed writers, photographers, and developers
 - Placed print media

Client and location: Data System's Group (TX)

- **Role on account:** Graphic Designer
 - Designed corporate branding including logos, brochures, product sheets, proposals, and advertisements
 - Managed writers, photographers, and developers
 - Oversaw project management from concepting through production

BOB BUCKALEW

Buckalew Media, Subcontractor, Austin, TX

Primary Role: Video Production | 5%

Years of experience with current firm: 24

Total years of experience: 35

Education: MA in Journalism (University of Texas)

Summary of assigned work:

- Produce Sugar Sweetened Beverages video

Experience:

Client and location: Trellis (TX)

- **Brief description of engagement:** Since 2004, Bob has worked with Trellis under multi-year renewable contracts. Trellis is committed to opening the doors to a college education for everyone with a focus on minority and non-traditional students nationwide.
- **Role on account:** Executive Producer
 - Produced all of Trellis' videos, multimedia online projects, broadcast spots, and video documentaries

Client and location: Texas Department of State Health Services (TX)

- **Brief description:** "Texas Health Steps" is a multi-year project designed to provide enhanced online multimedia training and CME credit for health care practitioners. Online modules have been distributed in coordination with the Centers for Disease Control in Atlanta.
- **Role on account:** Producer
 - Produced numerous videos for training modules on topics such as newborn screening, early adolescent counseling, and effective patient interviewing techniques for physicians

Client and location: The Austin Symphony Orchestra (TX)

- **Brief description:** Since 2001, Bob has worked with Austin's oldest and largest arts organization on producing their multimedia services.
- **Role on account:** Producer
 - Produced dozens of educational videos used for social media and web based video marketing, videos for outreach programs and arts grants videos

Client and location: The Children's Health Insurance Program (CHIP) (TX)

- **Brief description:** Bob was part of the marketing team that launched CHIP in Texas, and assisted on projects throughout the years.

- **Role on account:** Executive Producer
 - Produced a series of videos and broadcast telethons to encourage CHIP enrollment and to illustrate the importance of using health care services to benefit children
 - Created videos that focused on good health practices for kids and their parents
 - Developed educational videos on the CHIP enrollment process

PART VII: LOCAL BUSINESS PRESENCE

Incite and our sub-contractors are all located in Austin. Please see attached local business form.

PART VIII: SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE

We are not a Service-Disabled Veteran Business Enterprise.

PART X: PROPOSAL ACCEPTANCE PERIOD

We fully understand that our proposal is valid for one hundred and twenty (120) calendar days after the RFP closing date.

PART XI: PROPRIETARY INFORMATION

We have not included any proprietary information that should not be made available.

PART XII: AUTHORIZED NEGOTIATOR

DANIEL SAHL

Director of Incite & Digital



8309 N IH35
Austin, TX 78753

512.832.4092

dsahl@inciteimpact.com

PART XIII: COST PROPOSAL

Please see separate price proposal.

APPENDIX

- Austin Public Health, Critical Health Indicators Report, 2017
- http://www.austintexas.gov/sites/default/files/files/Health/Epidemiology/CHI_Report_3.20.17.pdf
- Austin/Travis County Health and Human Services Department, Together We Thrive: Austin/Travis County Community Health Improvement Plan CHIP Annual Update, October 2014, http://www.healthyatc.org/content/sites/travis/CHIP_Annual_Update_10-2014.pdf.
- Austin/Travis County Health and Human Services Department, Together We Thrive: Austin/Travis County Community Health Improvement Plan Community Health Assessment Austin/Travis County Texas, December 2012, [http://www.austintexas.gov/sites/default/files/files/Health/Info to Post/CHA-CHIP_Report_9-3-13.pdf](http://www.austintexas.gov/sites/default/files/files/Health/Info_to_Post/CHA-CHIP_Report_9-3-13.pdf).
- Healthy ATC, Community Dashboard/Indicators for County: Travis, Health, 2015, <http://www.healthyatc.org/modules.php?op=modload&name=NS-Indicator&file=indicator&iid=17930755>.
- Center for Disease Control and Prevention, Promoting Healthy Eating and Physical Activity for a Healthier Nation, <http://www.cdc.gov/healthyyouth/publications/pdf/pp-ch7.pdf>.
- United States Department of Agriculture, Chapter 6: Helping Americans Make Healthy Choices in Dietary Guidelines for Americans, 2010, <http://www.fns.usda.gov/sites/default/files/Chapter6.pdf>.
- Literacy Coalition of Central Texas, Health Literacy, 2016, <https://www.willread.org/health-literacy.html>.

Use of different online platforms by demographic groups

% of U.S. adults who say they use ...

	Facebook	YouTube	Pinterest	Instagram	Snapchat	LinkedIn	Twitter	WhatsApp
Total	68%	73%	29%	35%	27%	25%	24%	22%
Men	62	75	16	30	23	25	23	20
Women	74	72	41	39	31	25	24	24
White	67	71	32	32	24	26	24	14
Black	70	76	23	43	36	28	26	21
Hispanic	73	78	23	38	31	13	20	49
Ages 18-29	81	91	34	64	68	29	40	27
18-24	80	94	31	71	78	25	45	25
25-29	82	88	39	54	54	34	33	31
30-49	78	85	34	40	26	33	27	32
50-64	65	68	26	21	10	24	19	17
65+	41	40	16	10	3	9	8	6
<\$30,000	66	68	20	30	23	13	20	20
\$30,000-\$49,999	74	78	32	42	33	20	21	19
\$50,000-\$74,999	70	77	34	32	26	24	26	21
\$75,000+	75	84	39	42	30	45	32	25
High school or less	60	65	18	29	24	9	18	20
Some college	71	74	32	36	31	22	25	18
College+	77	85	40	42	26	50	32	29
Urban	75	80	29	42	32	30	29	28
Suburban	67	74	31	34	26	27	23	19
Rural	58	59	28	25	18	13	17	9

Note: Whites and blacks include only non-Hispanics. Hispanics are of any race.

Source: Survey conducted Jan. 3-10, 2018.

"Social Media Use in 2018"

PEW RESEARCH CENTER



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 9100 LNH3005

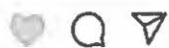
Addendum No: 1

Date of Addendum: 12/12/18

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications:** Proposer shall submit cost proposal in a separate sealed envelope along with the sealed Offer. Any alternate proposals should be submitted separately from the original sealed proposal and clearly marked as "Alternate" on the sealed envelope.
- II. **Questions:**
 1. **Question-** What is the best newspaper to place an ad for MBE and WBE subcontractors?
Answer- A list of Austin Minority Newspapers can be found on page 5 of the attached SMBR Compliance Plan handout.
 2. **Question-** For the requirements in the scope, is the agency open to changing the social media percentage to 55%. It says that they are open for switching the percentages, but I want to be completely sure that the organization is open to these changes.
Answer- The percentage may be change from the City recommendation as long as justification is provided as to why the changes better meet the needs and requirements of the project.
 3. **Question-** Is the pre-meeting required?
Answer- Attending the pre-proposal meeting was not a requirement.
 4. **Question-** Can companies from outside of USA (like from India or Canada) apply for this?
Answer- Proposers shall be available to attend occasional on-site meetings or the make presentation to City staff in Austin, Texas and must be able demonstrate an understanding of the community areas of focus.
 5. **Question-** Will we need to come over there for meetings?
Answer- Proposers shall be available to attend occasional on-site meetings with City staff to discuss media plans and address any concerns.
 6. **Question-** Can we submit the proposal via email?
Answer- Proposals will not be accepted via email. Per the Offer Sheet, one original and one electronic copy (usb flash drive) of your offer (proposal) must be submitted by mail, delivery or in person prior to the due date and time. All offers, including compliance plans, that are not submitted in a sealed envelope or container will not be considered.

7. **Question-** Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)
Answer- Some tasks may be performed outside of the USA, if the Proposer has the capability to connect with necessary resources. Proposers shall be available to attend on-site meetings or make presentations to City staff. In addition, Proposers must be able to demonstrate an understanding of the community areas of focus.
8. **Question-** On Page 5 in Scope of Work, the deliverables/milestones chart does not include 5.1.1.3. Can the City please clarify why? That's the media plan.
Answer - The work plan is Section 5.1.2.3. Section 5.1.1.3 is not included in the milestones as these health behaviors have already been determined by Austin Public Health (for example, the tobacco campaign will encourage individuals to stop using tobacco, encourage individuals to utilize SmokefreeTXT, as well as prevent initiation of tobacco use). The sugar sweetened beverage campaign will have the goal of encouraging individuals to reduce consumption of sugary drinks such as sodas, juice drinks and energy drinks. The diabetes campaign will encourage individuals to sign up for Austin Public Health's free diabetes education classes.
9. **Question-** Is vaping prevention included with tobacco prevention?
Answer- All forms of tobacco prevention are included. Vaping prevention is not currently included or addressed in any specific campaigns.
10. **Question-** Are there any hard costs associated with texting campaigns?
Answer- No hard costs for the vendor are associated with the texting campaign. The Texting campaign is provided by National Cancer Institute (NCI).
11. **Question-** Out of the \$207,000 budget, \$180,000 is designated to the tobacco prevention campaign and \$27,000 for the chronic disease. Does this include video production and placement?
Answer- Proposals should include creation of the video and placement of the video in digital and social media in the \$27,000 budget. Proposers are encouraged to include other types of media buys that will lead to increased awareness. The \$27,000 budget should also include placement of advertisements to promote free diabetes education classes.
12. **Question-** The MBE and WBE certified vendors list doesn't include any video production companies. Can you provide a list of them since the proposal requires producing a video?
Answer- The availability list for Video Production certified vendors is attached.
13. **Question-** Will video concepts be made available to vendors?
Answer- The concepts are not fully developed at this time, however some general concepts for the video include that it will be a 30 second animated video which reinforces the "Your Health Your Choice" ad below. The video would have voice over the animation to convey the importance of choosing water over sugary drinks in order to reduce risk for health conditions such as obesity, type 2 diabetes, heart disease, and cavities. The video will have a focus on influencing adults between the ages of 20-45, especially parents of children, and individuals who are African American, Hispanic, and low-income. Because it is animated, no actors will need to be used in the video, other than the voiceover actor. The primary use of the video will be digital and social media. The storyboard will be shared with the selected vendor. As the video will include animation, it will need video animation experience for production.
14. **Question-** Will the City share examples of existing material?
Answer- A few links to existing videos and screen shot of an example of one of the sugary drink Facebook ads are below.
<https://youtu.be/zcYjhJrAXNI> and <https://www.youtube.com/watch?v=Dr7f6DfHY2M>



7 likes


One choice can make a huge difference in your family's health. Drinking lots of sugary drinks can lead to health issues like obesity, diabetes, heart disease, and cavities. Choose water over sugary drinks.



III. **Additional Information:** A handout containing information on the SMBR Compliance plan is attached.

IV. **Extension:** The proposal due date is hereby extended until Tuesday, January 8, 2019 at 2:00 PM, CST.

V. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Lynnette Hicks, Procurement Specialist IV
Purchasing Office, 512-974-3349

12/12/18
Date

ACKNOWLEDGED BY:


Name


Authorized Signature

12/28/18
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 9100 LNH3005

Addendum No: 2

Date of Addendum: 12/13/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

- 1. Question-** I am requesting a list of those that participated in the Dec. 10, 2018 meeting for RFP 9100 LNH3005.

Answer- A copy of the pre-proposal meeting sign-in sheet is attached.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Lynnette Hicks, Procurement Specialist IV
Purchasing Office, 512-974-3349

12/13/18

Date

ACKNOWLEDGED BY: _____

Name

Authorized Signature

1/7/19

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Lynnette Hicks, 512-974-3349	PM Name/Phone	Ashley LeMaistre, x26464
Sponsor/User Dept.	Austin Public Health	Sponsor Name/Phone	Ashley LeMaistre, x26464
Solicitation No	RFP 9100-LNH3005	Project Name	Tobacco Prevention & Chronic Disease Media Initiative
Contract Amount	\$1,035,000	Ad Date (if applicable)	12/3/18
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Professional services to develop a media and marketing plan for chronic disease prevention. Obtaining media placement and purchasing media through a variety of outlets to reach the Austin/Travis County population.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous solicitation RFP CRR0101 issued on 12/12/2015. Goals were established and subconsultants were utilized.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91503 - 80%, 91876 - 10%, 96153 - 10%			
Lynnette Hicks		11/15/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	11/15/2018	Date Assigned to BDC	11/15/2018
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input checked="" type="checkbox"/> Goals	5.56% MBE 1.02	6.02% WBE 1.56	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input type="checkbox"/> No Goals
--	-----------------------------------

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|---|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input checked="" type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Sufficient Availability of MBE-WBE companies to set goals

Subcontracting Opportunities Identified

There are sufficient subcontracting opportunities

Kenneth Kalu

SMBR Staff *Kenneth Kalu*

Signature/ Date

11/19/2018
Kenneth Kalu

SMBR Director or Designee

Ed

Date

11/20/18

Returned to/ Date: